



CROCKER & CROCKER

ATTORNEYS AT LAW

RECEIVED

2013 OCT 15 PM 2:25

IDAHO PUBLIC  
UTILITIES COMMISSION

**PATRICK D. CROCKER**  
[patrick@crockerlawfirm.com](mailto:patrick@crockerlawfirm.com)

October 14, 2013

Jean Jewell, Commission Secretary  
Idaho Public Utilities Commission  
Statehouse  
472 West Washington Street  
Boise, ID 83702

RE: BCN TELECOM, INC.  
Docket No. NUI-T-13-01

Dear Ms. Jewell:

In accordance with Staff Member, Grace Seman's request, please find the above captioned company's an original and three (3) copies of the following:

1. Attachment 1- A brief description of the background and experience of Applicant's management team;
2. Attachment 2- Most recent financial statements;
3. Attachment 3- Proposed local tariff No. 2; and
4. Attachment 4- Proposed access tariff No. 3.

Any questions concerning this filing should be directed to the undersigned at (269) 381-8893 or [patrick@crockerlawfirm.com](mailto:patrick@crockerlawfirm.com).

Very truly yours,

CROCKER & CROCKER

Patrick D. Crocker

PDC/tld

***Richard M. Boudria - President/CEO***

Founder, Chairman/CEO and strategist. An entrepreneur who understands business aspirations and sees creative solutions to business constraints. He has led BCN since its inception in 1994.

Boudria worked for Merrill Lynch, Xerox and GTE (now Verizon) over a span of 20 years, gaining insight into finance, sales, marketing and strategic planning.

Prior to his business career, Boudria served honorably in the United States Marine Corps as an airborne qualified infantry officer, posting in Cuba, Panama and the Mediterranean. He was awarded the Vietnam Service Medal with campaign star and other citations for service in the Vietnam War. He left the Marine Corps at the rank of Captain.

***Julian Jacquez, Jr - Vice President Business and Product Development***

Jacquez provides BCN Telecom with more than 10 years of telecommunications industry experience, having served in senior management roles at Procom, Network One, Norcom and Norcom Agency Services. At BCN Telecom he focuses on business development, distribution channel management, product development and merger & acquisition projects.

A CPA who served with PriceWaterhouse, LLC, for seven years, Jacquez provided auditing, business advisory and merger/acquisition support for a client portfolio that ranged from privately held companies to multi-national corporations.

Jacquez holds a bachelor's degree in accounting from West Virginia University.

***Tom McCrosson - President & CEO BCN Solutions Express***

BCN Solutions Express is a strategic partner of BCN Telecom. The Solutions Express Agency Program creates distributor-based revenue-generating programs utilizing BCN's products and services. These include affinity marketing, dealer development and product implementation with a particular emphasis on customer retention. McCrosson also is a principal of BCN Telecom with a relationship of more than 10 years.

Prior to joining BCN, McCrosson was a founder and principal of LDM Systems, a multi-faceted telecommunications firm that offered local and long distance voice and data products within the United States. At LDM and then RSL Communications (after its acquisition of LDM), Tom served in senior positions in retail markets, business development – including key acquisitions within the U.S. – and integration of global marketing strategies.

He also has served at Allnet Communications, MCI Communications and Rochester Telephone, as well as on the Mayor's task force for telecommunications and energy for New York City.



***William P. Mulcahy - Chief Operations Officer***

After more than 20 years developing and managing real-time information systems and networks within the global financial community – including at Citicorp, JJ Kenny & Reuters – Mulcahy was founder/co-founder in the start-up and sale of a number of Internet companies that provided advanced services based on multimedia technology, with clients that included AT&T, Boeing, WorldCom, Goldman Sachs, Reuters and Polygram. He also provided consulting services on transactional services to the healthcare community.

Mulcahy joined BCN Telecom as a consultant in March of 2000, was made VP of Technology/New Ventures in January 2001 and was promoted to Chief Operating Officer in late 2002. Mulcahy is responsible for all aspects of planning and managing BCN's current and future operations.

***Richard Schmeling - Chief Financial Officer***

Schmeling joined BCN Telecom in 2003 as Chief Financial Officer. Before coming to BCN he worked for GetzlerHenrich Associates, LLC, a management consulting firm specializing in turnaround management services to middle market companies. He also served in senior management at Environmental Technologies Corp. and was an investment banker for Investcorp International Inc. and Bear, Stearns & Co., Inc., responsible for general investment banking assignments, including private placements, mergers and acquisitions and corporate development.

Schmeling received his bachelor of arts degree in economics from Columbia College and his MBA in finance and accounting from the Graduate School of Business at Columbia University.

## **ATTACHMENT 2**

**BCN Telecom Company, Inc.**  
**Balance Sheet**  
For the Twelve Months Ending December 31, 2012

	01/31/12	02/29/12	03/31/12	04/30/12	05/31/12	06/30/12	07/31/12	08/31/12	09/30/12	10/31/12	11/30/12	12/31/12
<b>ASSETS</b>												
<b>Current Assets</b>												
Cash	31,439	31,347	31,256	31,164	31,072	30,981	31,489	59,565	31,306	31,214	31,622	31,572
Accounts Receivable	4,916,052	4,605,666	4,932,015	4,961,091	4,867,354	5,111,223	4,642,155	4,897,966	5,211,352	5,112,192	5,385,084	5,168,995
Allowance for Doubtful Account	(207,300)	(227,300)	(217,571)	(258,525)	(278,546)	(298,546)	(251,839)	(242,390)	(262,485)	(244,431)	(251,289)	(271,289)
Deferred Tax Asset, Current Portion	161,542	161,542	161,542	161,542	161,542	161,542	161,542	161,542	161,542	161,542	161,542	161,542
Prepaid Expenses & Other Current Assets	721,048	825,708	915,856	866,665	936,720	984,188	963,429	973,015	888,277	815,219	880,090	813,316
<b>Total Current Assets</b>	<b>5,622,781</b>	<b>5,396,963</b>	<b>5,823,098</b>	<b>5,761,936</b>	<b>5,718,143</b>	<b>5,989,388</b>	<b>5,546,776</b>	<b>5,849,698</b>	<b>6,029,993</b>	<b>5,875,736</b>	<b>6,207,050</b>	<b>5,904,138</b>
<b>Property and Equipment</b>												
Furniture and Fixtures	481,123	481,123	481,123	481,123	481,123	481,123	481,123	481,123	481,123	481,123	481,123	481,123
Leasehold Improvements	76,755	76,755	76,755	76,755	76,755	76,755	76,755	76,755	76,755	76,755	81,750	81,750
Computer Equipment	687,837	694,498	694,498	695,874	695,874	695,874	695,874	697,135	697,135	700,042	700,042	700,042
Software License	95,770	95,770	95,770	95,770	95,770	95,770	95,770	95,770	95,770	95,770	95,770	95,770
Customer Phone Equipment	16,359	16,655	17,085	17,326	18,839	28,251	44,770	46,576	50,102	55,140	55,307	63,011
Accum. Depreciation - Furniture	(349,641)	(352,813)	(355,955)	(359,097)	(362,214)	(365,332)	(368,449)	(371,567)	(374,684)	(377,802)	(380,920)	(384,037)
Accum. Depreciation - Leasehold Improvement	(62,574)	(62,959)	(63,343)	(63,727)	(64,112)	(64,496)	(64,881)	(65,265)	(65,650)	(66,034)	(66,502)	(66,970)
Accum. Depreciation - Comp. Eq	(635,887)	(639,832)	(643,553)	(647,311)	(651,070)	(654,829)	(658,587)	(662,341)	(666,095)	(669,929)	(673,450)	(677,619)
Accum. Depreciation - Software	(81,047)	(81,685)	(82,324)	(82,963)	(83,602)	(84,218)	(84,835)	(85,451)	(86,068)	(86,684)	(87,294)	(87,904)
Accum. Depreciation - Customer Phone Equipment	(1,531)	(1,834)	(2,144)	(2,457)	(2,796)	(3,292)	(4,064)	(4,865)	(5,725)	(6,691)	(7,638)	(8,713)
<b>Total Property and Equipment</b>	<b>227,165</b>	<b>225,678</b>	<b>217,914</b>	<b>211,293</b>	<b>204,567</b>	<b>205,607</b>	<b>213,477</b>	<b>207,871</b>	<b>202,664</b>	<b>201,689</b>	<b>198,188</b>	<b>196,453</b>
<b>NonCurrent Assets</b>												
Security Deposits	30,326	30,326	30,326	34,326	34,326	34,326	34,326	37,076	37,076	37,076	37,076	49,326
Deferred Tax Asset, Net of Current Portion	1,414,848	1,414,848	1,414,848	1,414,848	1,414,848	1,414,848	1,414,848	1,414,848	1,414,848	1,414,848	1,414,848	1,414,848
Due from Related Party (TAC)	340,289	342,589	349,289	350,889	350,889	350,889	359,152	359,152	359,152	359,152	359,152	370,635
Intangible Asset, Net	2,294,174	2,255,891	2,314,829	2,273,768	2,232,707	2,191,646	2,150,584	2,109,523	2,068,462	2,027,400	1,986,339	1,945,278
Other Long Term Assets	112,366	125,509	123,291	198,807	189,769	180,730	171,692	162,654	153,616	144,578	165,840	160,630
<b>Total NonCurrent Assets</b>	<b>4,192,003</b>	<b>4,169,162</b>	<b>4,232,583</b>	<b>4,272,638</b>	<b>4,222,538</b>	<b>4,172,439</b>	<b>4,130,603</b>	<b>4,083,253</b>	<b>4,033,154</b>	<b>3,983,054</b>	<b>3,963,256</b>	<b>3,940,717</b>
<b>Total Assets</b>	<b>10,041,948</b>	<b>9,791,804</b>	<b>10,273,594</b>	<b>10,245,866</b>	<b>10,145,248</b>	<b>10,367,434</b>	<b>9,890,856</b>	<b>10,140,823</b>	<b>10,265,811</b>	<b>10,060,480</b>	<b>10,368,494</b>	<b>10,041,307</b>
<b>LIABILITIES AND CAPITAL</b>												
<b>Current Liabilities</b>												
Note Payable to Bank	504,000	504,000	529,333	487,333	445,333	403,333	361,333	319,333	277,333	235,333	333,333	333,333
Accounts Payable	4,125,470	4,019,655	4,295,887	4,129,978	4,556,929	4,595,969	3,968,834	4,215,566	4,609,202	4,724,863	4,660,129	4,878,611
Other Current Payables	20,189	46,167	54,597	71,585	(66,276)	(30,331)	(7,473)	26,987	36,857	(34,893)	(5,835)	5,620
Sales & Excise Tax Payable	209,007	238,780	133,318	145,798	157,258	169,134	174,038	152,273	216,899	230,306	264,815	282,187
Income Taxes Payable	(117)	-	-	-	(5,000)	-	-	-	-	-	-	-
Deferred Revenue - Internet	44,531	43,015	42,634	42,833	42,338	41,310	39,197	36,732	35,884	35,479	33,206	32,947
<b>Total Current Liabilities</b>	<b>4,903,080</b>	<b>4,851,617</b>	<b>5,055,769</b>	<b>4,877,526</b>	<b>5,130,581</b>	<b>5,179,415</b>	<b>4,535,929</b>	<b>4,750,891</b>	<b>5,176,175</b>	<b>5,191,088</b>	<b>5,285,648</b>	<b>5,532,698</b>
<b>Long-Term Liabilities</b>												
Note Payable to Bank	76,000	34,000	66,667	66,667	62,500	58,333	54,167	50,000	45,833	41,667	666,667	666,667
Note Payable to Bank - Revolver	2,618,948	2,415,715	2,618,522	2,751,165	2,418,716	2,609,120	2,792,723	2,833,911	2,554,118	2,408,356	3,133,080	2,857,681
Note Payable to Related Party	166,667	166,667	166,667	166,667	166,667	166,667	166,667	166,667	166,667	166,667	166,667	166,667
<b>Total Long-Term Liabilities</b>	<b>2,861,615</b>	<b>2,616,382</b>	<b>2,851,856</b>	<b>2,984,499</b>	<b>2,647,883</b>	<b>2,834,121</b>	<b>3,013,557</b>	<b>3,050,578</b>	<b>2,766,618</b>	<b>2,616,690</b>	<b>3,966,413</b>	<b>3,691,015</b>
<b>Total Liabilities</b>	<b>7,764,695</b>	<b>7,467,999</b>	<b>7,907,625</b>	<b>7,862,025</b>	<b>7,778,464</b>	<b>8,013,536</b>	<b>7,549,486</b>	<b>7,801,469</b>	<b>7,942,793</b>	<b>7,807,778</b>	<b>9,252,061</b>	<b>9,223,712</b>
<b>Stockholder's Equity</b>												
Paid-In-Capital	4,311,770	4,311,770	4,311,770	4,311,770	4,311,770	4,311,770	4,311,770	4,311,770	4,311,770	4,311,770	3,549,070	4,311,770
Retained Earnings	(2,035,746)	(2,035,746)	(2,035,746)	(2,035,746)	(2,035,746)	(2,035,746)	(2,040,868)	(2,042,135)	(2,043,446)	(2,048,365)	(2,049,494)	(2,813,287)
Net Income YTD	1,229	47,781	89,945	107,817	90,760	77,874	70,468	69,719	54,694	(10,704)	(383,144)	(680,888)
<b>Total Capital</b>	<b>2,277,253</b>	<b>2,323,805</b>	<b>2,365,969</b>	<b>2,383,841</b>	<b>2,366,784</b>	<b>2,353,898</b>	<b>2,341,370</b>	<b>2,339,354</b>	<b>2,323,018</b>	<b>2,252,701</b>	<b>1,116,432</b>	<b>817,595</b>
<b>Total Liabilities &amp; Capital</b>	<b>10,041,948</b>	<b>9,791,804</b>	<b>10,273,594</b>	<b>10,245,866</b>	<b>10,145,248</b>	<b>10,367,434</b>	<b>9,890,856</b>	<b>10,140,823</b>	<b>10,265,811</b>	<b>10,060,480</b>	<b>10,368,494</b>	<b>10,041,307</b>

**BCN Telecom Company, Inc.**

**Income Statement**

**For the Twelve Months Ending December 31, 2012**

	Actual Jan 2012	Actual Feb 2012	Actual Mar 2012	Actual Apr 2012	Actual May 2012	Actual Jun 2012	Actual Jul 2012	Actual Aug 2012	Actual Sep 2012	Actual Oct 2012	Actual Nov 2012	Actual Dec 2012	Actual YTD
<b>Total Revenue</b>	2,763,829	2,701,903	2,913,841	2,778,862	2,741,592	2,637,193	2,735,142	2,763,196	2,648,268	2,882,129	2,540,627	2,560,054	32,666,636
Total Cost of Goods Sold	1,659,069	1,633,266	1,699,156	1,607,978	1,620,156	1,518,061	1,606,598	1,634,459	1,571,705	1,651,474	1,652,622	1,646,367	19,500,911
<b>Gross Margin</b>	<b>1,104,759</b>	<b>1,068,637</b>	<b>1,214,685</b>	<b>1,170,884</b>	<b>1,121,436</b>	<b>1,119,133</b>	<b>1,128,544</b>	<b>1,128,736</b>	<b>1,076,564</b>	<b>1,230,655</b>	<b>888,005</b>	<b>913,688</b>	<b>13,165,725</b>
<b>Operating Expenses</b>													
Commissions Expense	391,345	410,758	428,374	398,679	398,486	375,409	391,487	387,090	372,497	425,465	411,772	412,617	4,803,978
<b>Net Margin</b>	<b>713,414</b>	<b>657,879</b>	<b>786,311</b>	<b>772,205</b>	<b>722,950</b>	<b>743,724</b>	<b>737,058</b>	<b>741,646</b>	<b>704,067</b>	<b>805,190</b>	<b>476,234</b>	<b>501,070</b>	<b>8,361,747</b>
Payroll Expense	391,620	359,683	362,913	366,395	368,761	383,204	384,661	390,541	363,775	423,541	416,288	381,820	4,593,202
<b>General and Admin Exp</b>	<b>222,726</b>	<b>227,958</b>	<b>278,089</b>	<b>272,392</b>	<b>278,695</b>	<b>274,520</b>	<b>256,447</b>	<b>251,538</b>	<b>267,343</b>	<b>348,244</b>	<b>337,194</b>	<b>326,578</b>	<b>3,341,724</b>
Bad Debt Expense	25,000	20,000	30,000	40,675	20,000	20,000	30,000	25,000	20,000	20,000	20,000	20,000	290,675
Total Operating Expense	1,030,690	1,018,399	1,099,377	1,078,141	1,065,942	1,053,132	1,062,595	1,054,170	1,023,614	1,217,250	1,185,253	1,141,016	13,029,579
<b>EBITDA</b>	<b>74,069</b>	<b>50,237</b>	<b>115,308</b>	<b>92,743</b>	<b>55,494</b>	<b>66,000</b>	<b>65,949</b>	<b>74,567</b>	<b>52,950</b>	<b>13,405</b>	<b>(297,248)</b>	<b>(227,328)</b>	<b>136,146</b>
Depreciation & Amortization	46,891	46,726	49,256	49,299	49,300	49,434	49,710	49,735	49,794	49,981	49,724	50,500	590,350
<b>Operating Income</b>	<b>27,178</b>	<b>3,511</b>	<b>66,052</b>	<b>43,445</b>	<b>6,194</b>	<b>16,566</b>	<b>16,239</b>	<b>24,832</b>	<b>3,156</b>	<b>(36,576)</b>	<b>(346,972)</b>	<b>(277,828)</b>	<b>(454,203)</b>
<b>Other Income (Expense)</b>													
Other Revenue	25	25	-	-	-	54	-	88	-	-	-	11,483	11,675
Interest Expense	25,974	26,868	22,778	23,949	23,251	24,506	23,645	25,669	24,965	25,070	25,468	27,526	299,669
Income Before Income Taxes	1,229	(23,331)	43,274	19,496	(17,057)	(7,886)	(7,406)	(749)	(21,809)	(61,646)	(372,440)	(293,871)	(742,197)
Income Tax Provision	-	(69,883)	1,110	1,624	-	5,000	-	-	(6,785)	3,752	-	3,873	(61,309)
<b>Net Income</b>	<b>1,229</b>	<b>46,552</b>	<b>42,164</b>	<b>17,872</b>	<b>(17,057)</b>	<b>(12,886)</b>	<b>(7,406)</b>	<b>(749)</b>	<b>(15,024)</b>	<b>(65,398)</b>	<b>(372,440)</b>	<b>(297,745)</b>	<b>(680,888)</b>

IDAHO  
LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF  
BCN TELECOM, INC.

This tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by BCN TELECOM, INC. with principal offices at 550 Hills Drive, Suite 110, 1<sup>st</sup> Floor, Bedminster, NJ 07921 for services furnished within the State of Idaho. This tariff is on file with the Idaho Public Utilities Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

**CHECK SHEET**

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<b>Page</b>	<b>Revision</b>	<b>Page</b>	<b>Revision</b>	<b>Page</b>	<b>Revision</b>
Title	Original	31	Original		
1	Original	32	Original		
2	Original	33	Original		
3	Original	34	Original		
4	Original	35	Original		
5	Original	36	Original		
6	Original	37	Original		
7	Original	38	Original		
8	Original	39	Original		
9	Original	40	Original		
10	Original	41	Original		
11	Original	42	Original		
12	Original	43	Original		
13	Original	44	Original		
14	Original				
15	Original				
16	Original				
17	Original				
18	Original				
19	Original				
20	Original				
21	Original				
22	Original				
23	Original				
24	Original				
25	Original				
26	Original				
27	Original				
28	Original				
29	Original				
30	Original				

\* - indicates those pages included with this filing

---

**Issued:****Effective:**

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

**TABLE OF CONTENTS**

Title Page.....	Title
Check Sheet.....	1
Table of Contents .....	2
Explanation of Symbols .....	3
Application of Tariff .....	4
Tariff Format .....	5
Section 1 – Definitions .....	6
Section 2 – Regulations .....	10
Section 3 - Service Areas .....	37
Section 4 - Service Charges and Surcharges .....	38
Section 5 - Network Service Descriptions .....	39
Section 6 - Local Exchange Services .....	42
Section 7 - Special Arrangements .....	44

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

**EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND  
ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF**

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.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921



**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange communications services by BCN TELECOM, INC., hereinafter referred to as the Company, to Customers within the State of Idaho. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This tariff is on file with the Idaho Public Utilities Commission. In addition, this tariff is available for review at the main office of BCN TELECOM, INC. at 550 Hills Drive, Suite 110, 1<sup>st</sup> Floor, Bedminster, NJ 07921.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

**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.
- 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. , 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.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

**SECTION 1.0 – DEFINITIONS**

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

**Account** - A Company accounting category containing up to two (2) residential local exchange access lines billed to the same Customer at the same address. The second or non-primary local exchange access line will share any call allowance of the primary local exchange access line. The second or non-primary local exchange access line therefore will not be provisioned to include a separate call allowance structure. No features are provided with the second or non-primary local exchange access line.

**Account Codes** - Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

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

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

**Authorized User** - A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

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

**Commission** - Refers to the Idaho Public Utilities Commission.

**Common Carrier** - An authorized company or entity providing telecommunications services to the public

**Company** – BCN TELECOM, INC., the issuer of this tariff.

**Customer** - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

**Customer Premises** - A location designated by the Customer for the purposes of connecting to the Company's services.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

**SECTION 1.0 – DEFINITIONS**

**Customer Terminal Equipment** - Terminal equipment provided by the Customer.

**Deposit** - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

**End Office** - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

**Equal Access** - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

**Exchange Telephone Company or Telephone Company** - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

**Federal Access Charge** - per line charge to be applied to business accounts with more than 1 line only.

**ICB** - Individual Case Basis.

**IXC or Interexchange Carrier** - A long distance telecommunications services provider.

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

**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; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff No. 4, or its successor tariff(s).

**LEC** - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

**SECTION 1.0 – DEFINITIONS**

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

**MOU** - Minutes of Use.

**NECA** - National Exchange Carriers Association.

**Network Access Charge** - This is a fee that reimburses the Company for costs associated with building a network, connecting customers to the network, and updating related Company systems.

**Non-Recurring Charge ("NRC")** - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

**PBX** - Private Branch Exchange

**PIN** - Personal Identification Number. See Authorization Code.

**Point of Presence ("POP")** - Point of Presence

**Recurring Charges** - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

**Service** - Any means of service offered herein or any combination thereof.

**Service Order** - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

**Serving Wire Center** - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

**Shared Inbound Calls** - Refers to calls that are terminated via the Customer's Company-provided local exchange line.

**Shared Outbound Calls** - Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

**SECTION 1.0 – DEFINITIONS**

**Station** - The network control signaling unit and any other equipment provided at the Customer s premises which enables the Customer to establish communications connections and to effect communications through such connections.

**Subscriber** - The person, firm, partnership, corporation, or other entity who orders telecommunications service from the Company. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

**Switched Access Origination/Termination** - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LED-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

**Terminal Equipment** - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

**Usage Charges** - Charges for minutes or messages traversing over local exchange facilities.

**User or End User** - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

**SECTION 2.0 - REGULATIONS****2.1 Undertaking of the Company****2.1.1 Scope**

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

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services or to communicate with its own customers.

**2.1.2 Shortage of Equipment or Facilities**

- A. The Company reserves the right to limit or to allocate the use of existing facilities or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. 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 facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

**2.1.3 Terms and Conditions**

- A. **Minimum Period** - Service is provided month-to-month or in a term agreement. The minimum term period is one (1) year unless otherwise specified in this tariff or mutually agreed upon by contract. Penalties may apply for early termination of the term agreement.
- B. Except as otherwise stated in this tariff, Customers may be required to enter into written service orders which shall contain or reference 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. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

**SECTION 2.0 - REGULATIONS****2.1 Undertaking of the Company, (Cont'd.)****2.1.3 Terms and Conditions, (Cont'd.)**

- C.** Continuation of Service: Except as otherwise stated in this tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall be renewed automatically for a one (1) year term, unless the Customer provides notice of intent not to renew such agreement at least thirty (30) days prior to the end of the initial or any additional term. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D.** In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E.** Service may be terminated upon written notice to the Customer if:

  - 1. the Customer is using the service in violation of this tariff; or
  - 2. the Customer is using the service in violation of the law.
- F.** This tariff shall be interpreted and governed by the laws of the State of Idaho regardless of its choice of laws provision.
- G.** Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- H.** To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921



---

**SECTION 2.0 - REGULATIONS****2.1 Undertaking of the Company, (Cont'd)****2.1.4 Limitations on Liability**

- A.** Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects representations, or use of these services or (2) the failure to furnish its service whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6.
- B.** Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C.** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D.** The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees due to:
  - 1.** Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
  - 2.** Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods earthquakes, hurricanes, or other catastrophes; national emergencies insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

**SECTION 2.0 - REGULATIONS****2.1 Undertaking of the Company, (Cont'd)****2.1.4 Limitations on Liability, (cont'd)****D. (cont'd)**

3. Any unlawful or unauthorized use of the Company's facilities and services;
4. Libel, slander, invasion of privacy or infringement of patents, trade secrets or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
5. Breach in the privacy or security of communications transmitted over the Company's facilities;
6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A. of this Subsection 2.1.4.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any noncompletion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable;

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

**SECTION 2.0 - REGULATIONS****2.1 Undertaking of the Company, (Cont'd)****2.1.4 Limitations on Liability, (cont'd)****D. (continued)**

**11.** And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

**E.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.

**F.** The Company makes no warranties or representations, EXPRESS OR IMPLIED either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

**G.** Failure by the Company to assert its rights pursuant to one provision of this rate sheet does not preclude the Company from asserting its rights under other provisions.

**H. Directory Errors** - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

**I.** The included tariff language does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

**SECTION 2.0 - REGULATIONS****2.1 Undertaking of the Company, (Cont'd)****2.1.4 Limitations on Liability, (cont'd)****J. With respect to Emergency Number 911 Service**

1. 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 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 service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
2. Neither is the Company responsible for any infringement, nor 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 anyone of them.
3. When a Customer with a nonpublished 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 emergency 911 service upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

**SECTION 2.0 - REGULATIONS****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 preventative 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 an outage resulting from cable damage, notification to the Customer may not be possible.

**2.1.6 Provision of Equipment and Facilities**

- A.** 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.
- B.** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C.** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D.** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- E.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

**SECTION 2.0 - REGULATIONS****2.1 Undertaking of the Company, (Cont'd)****2.1.6 Provision of Equipment and Facilities, (cont'd)**

**F.** 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. Subject to this responsibility, the Company shall not be responsible for:

- (1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- (2) the reception of signals by Customer-provided equipment.

**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 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this tariff special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A.** where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B.** of a type other than that which the Company would normally utilize in the furnishing of its services;
- C.** over a route other than that which the Company would normally utilize in the furnishing of its services;
- D.** in a quantity greater than that which the Company would normally construct;

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

**SECTION 2.0 - REGULATIONS****2.1 Undertaking of the Company, (Cont'd)****2.1.8 Special Construction, (Cont'd)**

- E.** on an expedited basis;
- F.** on a temporary basis until permanent facilities are available;
- G.** involving abnormal costs; or
- H.** in advance of its normal construction.

**2.1.9 Ownership of Facilities**

Title to all facilities provided in accordance with this rate sheet remains in the Company, its partners, agents, contractors or suppliers.

**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 applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4** A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

**SECTION 2.0 - REGULATIONS****2.3 Obligations of the Customer****2.3.1 General**

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

- A.** the payment of all applicable charges pursuant to this tariff;
- B.** 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 Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 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 responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services 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 and all 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;
- 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. asbestos) prior to any construction or installation work;

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921



---

**SECTION 2.0 - REGULATIONS****2.3 Obligations of the Customer, (Cont'd)****2.3.1 General, (cont'd)**

- 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. 1D. ; 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, any liens or other encumbrances on the Company s equipment or facilities; and making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

**2.3.2 Liability of the Customer**

- A.** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B.** To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees , for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other rate sheet of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

**SECTION 2.0 - REGULATIONS****2.3 Obligations of the Customer, (Cont'd)****2.3.2 Liability of the Customer, (Cont'd)**

- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this rate sheet including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this rate sheet is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

**2.4 Customer Equipment and Channels****2.4.1 General**

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

**2.4.2 Station Equipment**

- A. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

**SECTION 2.0 - REGULATIONS****2.4 Customer Equipment and Channels, (Cont'd)****2.4.2 Station Equipment, (Cont'd)**

- B.** 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 to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense subject to prior Customer approval of the equipment expense.

**2.4.3 Interconnection of Facilities**

- A.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B.** Communication 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 that are applicable to such connections.
- C.** Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D.** Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User", as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

**SECTION 2.0 - REGULATIONS****2.4.4 Inspections**

- A.** Upon suitable 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 2.4.2A. for the installation, operation, and maintenance of Customer-provided facilities, equipment and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B.** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as 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.

**2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

**SECTION 2.0 - REGULATIONS****2.5 Payment Arrangements, (Cont'd)****2.5.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

- A.** Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to in advance.
- B.** The Company shall present invoices for recurring charges monthly to the Customer in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- C.** Upon initiation or termination of service, Customer billing will commence, or terminate, with the next available bill cycle. Monthly recurring charges are not prorated based on the actual number of days that the Customer had service during the billing cycle.
- D.** Billing of the Customer by the Company will begin on the first day of the next available bill cycle following the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order.
- E.** If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within twenty (20) days of the mail date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5%.
- F.** The Customer will be assessed a charge of *twenty dollars (\$20.00)* for each check submitted by the Customer to the Company that a financial institution refuses to honor.
- G.** If service is disconnected by the Company in accordance with Section 2.5.6 following and later restored, restoration of service will be subject to all applicable installation charges.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

**SECTION 2.0 - REGULATIONS****2.5 Payment Arrangements, (Cont'd.)****2.5.2 Billing and Collection of Charges, (cont'd.)**

- H. End of Cycle Billing** – For billing purposes only, if a customer cancels or terminates service and is in a bundled rate plan, the cancellation/termination will not be deemed effective until the final day of the billing cycle and the Company will retain all amounts paid by the customer for that month of service.
- I.** Customers may access their invoices and pay their invoices online. There is a Paper Invoice Charge of \$1.25 applied to customers who choose to have their invoice mailed to them and is intended to recover the cost of preparing and mailing paper bills and processing payments associated with paper bills.

**2.5.3 Disputed Bills**

- A.** In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 90 days of receipt of billing for those services. If the Customer does not submit a claim as stated above the Customer waives all rights to filing a claim thereafter.
- B.** Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Commission.

Idaho Public Utilities Commission  
472 West Washington  
Statehouse  
Boise, ID 83702-0074  
Telephone: (203) 334-0300  
Toll Free: (208) 334-3762

- C.** If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

**SECTION 2.0 - REGULATIONS****2.5 Payment Arrangements, (Cont'd.)****2.5.4 Advance Payments**

The Company will not be collecting advance payments.

**2.5.5 Deposits**

The Company will not be collecting deposits.

**2.5 Payment Arrangements, (Cont'd)****2.5.6 Discontinuance of Service**

- A.** Service may be disconnected after seven (7) days written notice for any of the following reasons:
- 1.** The Customer did not pay undisputed delinquent bills for local exchange services or paid a delinquent bill for local exchange services with any dishonored check.
  - 2.** The Customer failed to abide by the terms of a payment arrangement.
  - 3.** The Customer misrepresented the Customer s identity for the purpose of obtaining telephone service.
  - 4.** The Company determines as prescribed by relevant state or other applicable standards that the Customer is willfully wasting or interfering with service through improper equipment or otherwise.
  - 5.** The Customer is using service(s) for which the Customer did not apply.
- B.** At least twenty- four (24) hours before actual termination, the Company will attempt to contact the Customer affected to apprise the Customer of the proposed termination action and steps to take to avoid or delay termination. Service will not be terminated in the event that a formal or informal complaint concerning termination is filed with the Commission.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

**SECTION 2.0 - REGULATIONS****2.5 Payment Arrangements, (Cont'd)****2.5.6 Discontinuance of Service, (cont'd)**

- C. Service may be disconnected without notice and without incurring any liability for any of the following reasons:
1. A condition immediately dangerous or hazardous to life, physical safety or property exists, or it is necessary to prevent a violation of federal, state or local safety or health codes.
  2. The company is ordered to terminate service by any court, the Commission or any other duly authorized public authority.
  3. In the event of fraudulent use of the Company's network, where the service(s) was (were) obtained, diverted or used without the authorization or knowledge of the Company, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
  4. The Company has tried diligently to meet the notice requirements but has been unsuccessful in its attempt to contact the Customer affected.
  5. The Customer has misrepresented the Customer's identity for purposes of obtaining telephone service and has an outstanding bill exceeding \$100.
  6. Upon the Company's discontinuance of service to the Customer under Section 2.6.6 A. or 2.6.6 C., the Company, 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 price list, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921



---

**SECTION 2.0 - REGULATIONS****2.5 Payment Arrangements, (Cont'd)****2.5.8 Cancellation of Application for Service**

- A.** Applications for service cannot be canceled without the Company's agreement. Where the Company permits a 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.
- B.** Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced.
- C.** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D.** The special charges described in 2.5.7 A. through 2.5.7 C. will be calculated and applied on a case-by-case basis.

**2.5.9 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

**SECTION 2.0 - REGULATIONS****2.6 Allowances for Interruptions in Service**

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

Credits identified in this section are in addition to those required by Rule 503 of the Commission Telephone Customer Relations Rules:

**2.6.1 General**

- A.** A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this rate sheet.
- B.** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C.** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

**SECTION 2.0 - REGULATIONS****2.6 Allowances for Interruptions in Service, (Cont'd)****2.6.2 Limitations of Allowances**

No credit allowance will be made for any interruption in service. These limitations do not apply to the credits provided in accordance with Rule 503 of the Commission's Telephone Customer Relations Rules.

- A.** Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including but not limited to the Customer;
- B.** Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C.** Due to circumstances or causes beyond the reasonable control of the Company;
- D.** During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E.** A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.6.3), or utilize another service provider;
- F.** 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.** That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H.** That was not reported to the Company within thirty (30) days of the date that service was affected.

**2.6.3 Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

**SECTION 2.0 - REGULATIONS****2.6 Allowances for Interruptions in Service, (Cont'd)****2.6.4 Application of Credits for Interruptions in Service**

- A.** Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B.** For calculating credit allowances, every month is considered to have thirty (30) days.
- C.** A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during anyone 24-hour period shall be combined into one cumulative interruption.

**D. Interruptions of 24 Hours or Less**

<b>Length of Interruption</b>	<b>Amount of Service To Be Credited</b>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

**E. Interruptions Over 24 Hours and Less Than 72 Hours**

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

**SECTION 2.0 - REGULATIONS****2.6 Allowances for Interruptions in Service, (Cont'd)****2.6.4 Application of Credits for Interruptions in Service, (Cont'd)****E. Interruptions Over 72 Hours**

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for anyone month period.

**2.6.5 Cancellation For Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

**2.7 Use of Customer's Service by Others****2.7.1 Joint Use Arrangements**

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

**2.8 Cancellation of Service/Termination Liability**

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 Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

**SECTION 2.0 - REGULATIONS****2.8 Cancellation of Service/Termination Liability, (Cont'd)****2.8.1 Termination Liability**

- A.** The Customer's termination liability for cancellation of term or contract service shall be equal to:
- 1.** all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
  - 2.** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
  - 3.** 90% of the Monthly Recurring Charge for the service under the term agreement, multiplied by the number of lines, multiplied by the months remaining in the term agreement.
- B.** Customers who subscribe to service on a month-to-month basis will be billed a \$50.00 initiation fee on a final invoice if service is cancelled within the first billing period.

**2.9 Transfers 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:

- 2.9.1** to any subsidiary, parent company or affiliate of the Company; or
- 2.9.2** pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.9.3** pursuant to any financing, merger or reorganization of the Company.

**2.10. Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent or implied authority to use the network, obtains the Company's services provided under this rate sheet.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

**SECTION 2.0 - REGULATIONS****2.10. Customer Liability for Unauthorized Use of the Network, (Cont'd)****2.10.1 Customer Liability for Fraud and Unauthorized Use of the Network**

- A.** The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B.** A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- C.** The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D.** The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this rate sheet, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer service or Customer-provided equipment by third parties, the Customer's employees or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

**SECTION 2.0 - REGULATIONS****2.11 Notices and Communications**

- 2.11.1** 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 the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.11.2** 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 the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.11.3** Except as otherwise stated in this tariff, 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 placement 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.
- 2.11.4** 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.

**2.12 Taxes, Fees and Surcharges**

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes, fees and surcharges are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921



---

**SECTION 2.0 - REGULATIONS****2.13 Miscellaneous Provisions****2.13.1 Telephone Number Changes**

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for a minimum of ninety (90) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

**2.13.2 Maintenance and Operations Records**

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

**SECTION 3.0 - SERVICE AREAS**

**3.1 Exchange Service Areas**

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs:

**A. Qwest Communications, Inc.**

The Company will mirror the local exchange service area of Qwest.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

**SECTION 4.0 – SERVICE CHARGES AND SURCHARGES****4.1 New Line Installation and Existing Line Migration Charges**

Non-recurring charges apply to processing Service Orders for new service, for changes in service. Move or change existing service and equipment or add new or additional service and equipment other than access lines.

**a) New Line Installation Charges**

The installation of new line number and dial-tone services. Pricing varies depending upon service address and line location requirements. Non-recurring pricing per new local line installation can be up to:

Non-recurring Charge  
\$60.00

**b) Existing Line Migration Charges**

The migration/transfer of existing line number and dial-tone services from another local telephone service provider to the Company. Pricing varies based up service term length agreed upon by customer. For Month-To-Month service the local line migration charges per local line migrated:

Non-recurring Charge  
\$35.00

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

**SECTION 5.0 – NETWORK SERVICE DESCRIPTIONS****5.1 General****5.1.1 Services Offered**

The following Services are available to business Customers:

Standard Business Line Service  
Optional Calling Features

**5.1.2 Application of Rates and Charges**

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

**5.1.3 Emergency Services Calling Plan**

Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer.

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

Governmental fire fighting, State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.

An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

**SECTION 5.0 – NETWORK SERVICE DESCRIPTIONS****5.2 Standard Business Line**

The Standard Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

**5.3 Optional Calling Features****5.3.1 Features Descriptions**

- (A) **Call Forwarding - Busy Line:** Allows a customer to have incoming calls forwarded to another number when the called number is busy.
- (B) **Call Waiting – Basic:** 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. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activate by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.
- (C) **Call Forwarding - No Answer:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- (D) **Call Forwarding - Variable:** Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.
- (E) **Caller ID:** Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

**SECTION 5.0 – NETWORK SERVICE DESCRIPTIONS****5.3 Optional Calling Features, (Cont'd)****5.3.1 Features Descriptions, (Cont'd)**

- (F) **Distinctive Ring:** Provides the Customer with separate telephone numbers, each with a distinctive ring, associated with one line.
- (G) **Repeat Dialing:** Allows a customer to dial a code that will cause the feature to automatically redial the last number the customer dialed. If the called number is busy, the feature will redial the called number for a limited period of time. A tone alerts the customer when the called number becomes available. This service is available on a usage or subscription basis.
- (H) **Three Way Calling:** Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.
- (I) **Voicemail Services:** Voice Mail can answer incoming calls, placed to the customer's telephone line, when the called number is busy or if the called number is not answered. The service greet incoming caller with a personal or standard greeting. It then receives and saves the caller's messages for review by the customer. Customers can retrieve messages left for them from any tone signaling telephone.

**5.4 Listing Services**

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

**5.5 Miscellaneous Services****5.5.1 Hunting Service**

Hunting Service is an optional arrangement available to customers with two or more individual line or trunk services. Where facilities permit, such lines will be arranged so that incoming calls to a busy line/trunk will overflow to other available lines/trunks for that customer.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

**SECTION 6.0 - LOCAL EXCHANGE SERVICES****6.1 General**

Local Exchange Services are provided through the use of resold facilities obtained from Other Telephone Companies and the Company's facilities.

The rates, terms and conditions set forth in the section are applicable where the Company provides specified local exchange services to Customers.

All rates set forth in this Section are subject to change and may be changed by the Company pursuant to notice requirements established by the Commission.

**6.2 Standard Business Local Exchange Service**

Standard Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas. Recurring charges for Standard Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

**SECTION 6.0 - LOCAL EXCHANGE SERVICES****6.2.1 Monthly Recurring Charges**

The following charges apply to Standard Business Local Exchange Service lines per month. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis.

	<u>Monthly Recurring Charge</u>
Per Local Line	\$37.95

## Includes:

- Unlimited local calling
- Caller ID
- Line Hunting Service

Additional Line Features are provided in feature packages at an additional cost:

	<u>Monthly Recurring Charge</u>
One Feature Package	\$3.00
Two Feature Package	\$5.00
All Feature Package	\$7.00

Additional Line features available such as:

- Call Waiting
- Repeat Dialing
- Distinctive Ring
- Three-Way Calling
- Call Forwarding – Variable, Busy Line, No Answer
- Voicemail Services

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921



---

**SECTION 7.0 - SPECIAL ARRANGEMENTS**

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

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

ICB will be filed with the Communications Division of the Commission.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**Schedule of Rates, Rules and Regulations  
Governing Access Services  
Provided in the State of Idaho**

OFFERED BY

BCN TELECOM, INC.

550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

This tariff contains the descriptions, regulations, and rates applicable to furnishing of Service and facilities for Access Services within the State of Idaho by BCN Telecom, Inc. and Concurring Carriers. This tariff is on file with the Idaho Public Utilities Commission and copies may also be inspected during normal business hours at the following location: 550 Hills Drive, Suite 110, 1<sup>st</sup> Floor, Bedminster, NJ 07921.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**CHECK SHEET**

Pages of this price list, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<b>Page</b>	<b>Revision</b>	<b>Page</b>	<b>Revision</b>	<b>Page</b>	<b>Revision</b>
Title	Original	31	Original	62	Original
1	Original	32	Original		
2	Original	33	Original		
3	Original	34	Original		
4	Original	35	Original		
5	Original	36	Original		
6	Original	37	Original		
7	Original	38	Original		
8	Original	39	Original		
9	Original	40	Original		
10	Original	41	Original		
11	Original	42	Original		
12	Original	43	Original		
13	Original	44	Original		
14	Original	45	Original		
15	Original	46	Original		
16	Original	47	Original		
17	Original	48	Original		
18	Original	49	Original		
19	Original	50	Original		
20	Original	51	Original		
21	Original	52	Original		
22	Original	53	Original		
23	Original	54	Original		
24	Original	55	Original		
25	Original	56	Original		
26	Original	57	Original		
27	Original	58	Original		
28	Original	59	Original		
29	Original	60	Original		
30	Original	61	Original		

\* - indicates those pages included with this filing

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

## COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

**TABLE OF CONTENTS**

<b><u>Description</u></b>	<b><u>Page Number</u></b>
Title Page.....	Title Page
Terms and Conditions .....	1
Check Sheet.....	1
Table of Contents .....	4
Explanation of Symbols .....	6
Application of Tariff .....	7
Concurring Carriers.....	8
 <b><u>Section</u></b>	
<b>Section 1 - Definition of Terms.....</b>	<b>9</b>
<b>Section 2 - Undertaking Of The Company.....</b>	<b>11</b>
2.1 General .....	11
2.2 Description of Service.....	11
2.3 Application for Service .....	11
2.4 Shortage of Equipment or Facilities.....	11
2.5 Terms and Conditions .....	12
2.6 Liability of the Company .....	12
2.7 Notification of Service-Affecting Activities .....	15
2.8 Provision of Equipment and Facilities .....	15
2.9 Non-routine Installation .....	17
2.10 Ownership of Facilities .....	17
2.11 Optional rates and Information Provided to the Public.....	17
2.12 Continuity of Service .....	17
2.13 Governmental Authorizations .....	18
<b>Section 3 - Obligations Of the Customer .....</b>	<b>19</b>
3.1 General .....	19
3.2 Prohibited Uses .....	20
3.3 Claims .....	21
3.4 Jurisdictional Reporting .....	22
<b>Section 4 - Payment Arrangements .....</b>	<b>24</b>
4.1 Payment for Service .....	24
4.2 Billing and Collection of Charges.....	24
4.3 Advance Payments .....	26
4.4 Discontinuance of Service .....	26

Issued:

Effective:

Issued by: Richard M. Boudria, President  
 BCN TELECOM, INC.  
 550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
 Bedminster, NJ 07921

## COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

**TABLE OF CONTENTS**

<b><u>Description</u></b>	<b><u>Page Number</u></b>
4.5 Cancellation of Application for Service .....	27
4.6 Changes in Service Requested .....	28
4.7 Taxes .....	28
4.8 Disputed Bills.....	29
<b>Section 5 - Use Of Customer's Service By Others .....</b>	<b>30</b>
5.1 Resale and Sharing .....	30
5.2 Joint Use Arrangements .....	30
5.3 Transfers and Assignments .....	30
<b>Section 6 - Cancellation of Service .....</b>	<b>31</b>
<b>Section 7 - Notices And Communications .....</b>	<b>32</b>
<b>Section 8 - Customer Equipment And Channels .....</b>	<b>33</b>
8.1 General .....	33
8.2 Station Equipment .....	33
8.3 Interconnection of Facilities .....	33
8.4 Tests and Adjustments .....	34
8.5 Inspections.....	34
<b>Section 9 - Allowances for Interruptions In Service.....</b>	<b>35</b>
9.1 General .....	35
9.2 No Credit Allowances Will Be Made For .....	35
<b>Section 10 - Application Of Rates .....</b>	<b>37</b>
10.1 Distance Based Charges .....	37
<b>Section 11 - Special Construction And Special Arrangements .....</b>	<b>38</b>
11.1 Special Construction .....	38
11.2 Basis for Charges .....	38
11.3 Basis for Cost Computation .....	39
11.4 Termination Liability .....	40
<b>Section 12 - Ordering Options For Switched Access Service .....</b>	<b>41</b>
12.1 General .....	42
12.2 Access Order .....	43

Issued:

Effective:

Issued by: Richard M. Boudria, President  
 BCN TELECOM, INC.  
 550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
 Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**TABLE OF CONTENTS**

<b><u>Description</u></b>	<b><u>Page Number</u></b>
<b>Section 13 – Carrier Common Line Service.....</b>	<b>48</b>
13.1 General Description .....	48
13.2 Limitations .....	48
13.3 Undertaking of the Company .....	48
13.4 Obligations of the Customer .....	49
13.5 Determination of Usage Subject to Carrier Common Line Access Charges.....	49
13.6 Measuring and Recording of Call Detail.....	49
13.7 Billing of Charges .....	49
13.8 Determination of Charges .....	50
<b>Section 14 - Switched Access Service .....</b>	<b>52</b>
14.1 General .....	52
14.2 Provision and Description of Switched Access Service Agreements .....	52
14.3 Obligations of Company .....	55
14.4 Obligations of the Customer .....	56
<b>Section 15 - Rates and Charges .....</b>	<b>58</b>
15.1 Rates for Switched Access Services.....	58
15.2 Non-routine Installation/Maintenance Charges.....	61
15.3 Individual Case Basis Arrangements .....	61
15.4 Underbilling .....	62

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**EXPLANATION OF SYMBOLS**

The following symbols shall be used in this Tariff for the purposes indicated below.

- (C) To signify changed listing, rule, or condition which may affect rates or changes.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase.
- (L) To signify material relocated from or to another part of Tariff Schedule with no change in text, rate, rules or conditions.
- (N) To signify new materials including listing, rate, rule or condition.
- (R) To signify reduction.
- (T) To signify change in wording of text but not change in rate, rule or condition.

In addition to symbols for changes, each provision or rate element changed will contain a vertical one line which will clearly show the exact number of lines being changed.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**APPLICATION OF TARIFF**

This Tariff contains the Regulations and Rates applicable to intrastate Switched Access Services provided by Company within N. Idaho. Company's Services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.

The Rates and Regulations contained in this Tariff apply only to the Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or Services provided by a Local Exchange Telephone Company or other Common Carrier for use in accessing the Services of Company.

The Customer is entitled to limit the use of Company's Services by end users at the Customer's facilities, and may use other Common Carriers in addition to or in lieu of Company.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921



---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**CONCURRING CARRIERS**

OneEighty Networks

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 1 – DEFINITION OF TERMS**

Certain terms used generally throughout this Tariff for Communications Services of this Company are defined below.

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

**Authorized User:** A person, firm or corporation which is authorized by the Customer or Joint User to be connected to the Service of the Customer or Joint User, respectively.

**Bit:** The smallest unit of information in the binary system of notation.

**Commission:** Idaho Public Service Commission

**Company:** BCN Telecom, Inc., the issuer of this Tariff.

**Customer:** The person, firm or corporation which purchases Service and is responsible for the payment of charges and compliance with the Company's regulations.

**Dedicated:** A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

**End Office:** The term "end office" denotes the switching system office or serving wire center where Customer station loops are terminated for purposed of interconnection to each other and/or to trunks.

**Individual Case Basis (ICB):** A Service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the case.

**Interconnect Carrier:** Any carrier that connects to Company's network for exchange of communications traffic.

**Joint User:** A person, firm or corporation which is designated by the Customer as a user of Services furnished to the Customer by the Company and to whom a portion of the charges for the Service will be billed under a Joint User arrangement as specified in the Company's Tariff.

**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; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Price list F.C.C. No. 4.

**Major Service Interruption:** An interruption of Customer Service due to the Company's negligence or due to its noncompliance with the provisions of this Tariff.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 1 – DEFINITION OF TERMS**

**PIU:** Percent Interstate Usage

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

**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 the Tariffs of the Company, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

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

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

**Switched Access Service:** Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications.

**Transmission:** The sending of electrical or optical signals over a line to a destination.

**User:** A Customer, Joint User, or any other person authorized by a Customer to use Service provided to the Customer under OrbitCom, Inc's Tariff.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 2 – UNDERTAKING OF THE COMPANY****2.1 General**

- 2.1.1** The Company does not undertake to transmit messages but offers the use of its facilities for the transmission of communications.
- 2.1.2** Customers and Users may use Services and facilities provided under the Tariffs of the Company to obtain access to Services offered by other companies. The Company is responsible for the Services and facilities provided under its Tariffs, and for its unregulated Services provided pursuant to contract, and it assumes no responsibility for any Service (whether regulated or not) provided by any other entity that purchases access to the Company's network in order to originate or terminate such entity's own Services, or to communicate with such entity's own Customers.
- 2.1.3** The Company shall have no responsibility with respect to billings, charges or disputes related to Services used by the Customer which are not included in the Services herein including, without limitation, any local, regional or long distance Services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such Services and for the resolution of any disputes or discrepancies with the Service provider.

**2.2 Description of Service**

OrbitCom, Inc's Service consists of any of the business Services offered pursuant to this Tariff, either individually or in combination. Each business Service is offered independent of the others, unless otherwise noted. Service is offered via the Company's facilities or in combination with transmission facilities provided by other certificated carriers.

**2.3 Application for Service**

Customers desiring to obtain OrbitCom, Inc's Service must complete the Company's standard Service order form(s).

**2.4 Shortage of Equipment or Facilities**

- 2.4.1** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control, on a nondiscriminatory basis.
- 2.4.2** The furnishing of Service under the Tariffs of the Company is subject to the availability on a continuing basis of all the necessary facilities and is limited to the reasonable capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish Service from time to time as required at the sole discretion of the Company.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 2 – UNDERTAKING OF THE COMPANY****2.5 Terms and Conditions**

- 2.5.1** Service shall be provided on the basis of a minimum period of at least one (1) year.
- 2.5.2** Customers may be required to enter into written Service orders which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Services, and the terms and conditions in the Tariffs of the Company. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.5.3** 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. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service order and the Tariffs of the Company 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.
- 2.5.4** In any action between the parties to enforce any provision of the Tariffs of the Company, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- 2.5.5** The Tariffs of the Company shall be interpreted and governed by the laws of the State of South Dakota without regard for its choice of laws provision.

**2.6 Liability of the Company**

- 2.6.1** 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, or other defects, representations, or use of these Services or arising out of the failure to furnish the Service, whether caused by acts or omissions, shall be limited to the extension of allowances for interruption as set forth in Section 9.0, following. 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 or User as a result of any Company Service, equipment or facilities, or the acts or omissions or negligence of the Company, Company's employees or agents.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 2 – UNDERTAKING OF THE COMPANY****2.6 Liability of the Company (Continued)**

- 2.6.2** 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 any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.6.3** The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers or Users facilities or equipment used for or with the Services the Company offers.
- 2.6.4** The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or User or due to the failure or malfunction of Customer or User-provided equipment or facilities.
- 2.6.5** The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. 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 presence, condition, location, or use of any installation so provided.
- 2.6.6** The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this paragraph as a condition precedent to such installations.
- 2.6.7** The Company is not liable for any defacement of or damage to Customer or User 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 negligence or willful misconduct of the Company's agents or employees.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 2 – UNDERTAKING OF THE COMPANY****2.6 Liability of the Company (Continued)**

- 2.6.8** The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by Customer for the specific Services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the Service is rendered, or as required by South Dakota law.
- 2.6.9** 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.
- 2.6.10** The Company shall not be liable for any damages resulting from delays in meeting any Service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- 2.6.11** The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
- 2.6.12** **THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN ITS TARIFFS.**
- 2.6.13** The Company shall not be liable for any damages whatsoever associated with Service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing Services, facilities or equipment used for or in conjunction with OrbitCom, Inc's.
- 2.6.14** The included tariff language does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 2 – UNDERTAKING OF THE COMPANY****2.7 Notification of Service Affecting Activities**

To the extent possible, 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 preventative 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 an outage resulting from cable damage, notification to the Customer may not be possible.

**2.8 Provision of Equipment and Facilities**

**2.8.1** All Services along the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.

**2.8.2** The Company may undertake to 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.

**2.8.3** The Company undertakes to use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer, Joint User, or Authorized User may not, nor may they permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

**2.8.4** Equipment the Company provides or installs at the Customer's 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 provided the equipment.

**2.8.5** The Customer shall be responsible for the payment of Service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer, Joint User, or Authorized User when the Service difficulty or trouble report results from the use of equipment or facilities the Customer, Joint User, or Authorized User provided.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921



---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 2 – UNDERTAKING OF THE COMPANY****2.8 Provision of Equipment and Facilities (Continued)**

**2.8.6** 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; subject to this responsibility the Company shall not be responsible for:

**2.8.6.1** the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or

**2.8.6.2** the reception of signals by Customer provided equipment. The Customer Authorized User, or Joint User is responsible for ensuring that Customer provided equipment connected to Company equipment and facilities is compatible with such Company 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 to other persons. Customer will submit to Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's facilities. The Company shall approve the use of such item (s) of equipment unless such item is technically incompatible with Company's facilities. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

**2.8.7** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing OrbitCom, Inc's Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

**2.8.8** The Company 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 carrier which are applicable to such connections.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 2 – UNDERTAKING OF THE COMPANY****2.9 Non-Routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours and/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.

**2.10 Ownership of Facilities**

Title to all facilities provided in accordance with the Tariffs of the Company remains with the Company, its agents or contractors. The Customer shall not have, nor shall it assert, any right, title or interest in all the fiber optic or other facilities and associated equipment provided by the Company hereunder.

**2.11 Optional Rates and Information Provided to the Public**

The Company will promptly advise Customers who may be affected of new, revised or optional rates applicable to their Service. Pertinent information regarding the Company's Services, rates and charges shall be provided directly to Customers, or shall be available for inspection at the Company's local business address. If required by the Commission, the Company will cause to have published a notice of its intention to charge its rates, tolls, charges, rules and regulations in one or more newspapers in circulation in the affected area.

**2.12 Continuity of Service**

In the event of prior knowledge of an interruption of Service for a period exceeding one day, the Customers will, if feasible, be notified in writing, by mail, at least one week in advance.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

**COMPETITIVE ACCESS PROVIDER SERVICES TARIFF**

---

**SECTION 2 – UNDERTAKING OF THE COMPANY****2.13 Governmental Authorizations**

The provision of Services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions, or directives.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 3 – OBLIGATIONS OF THE CUSTOMER****3.1 General**

The Customer shall be responsible for:

- 3.1.1** the payment of all applicable charges pursuant to the Tariffs of the Company;
- 3.1.2** damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User with these regulations; or by fire or theft or other casualty on the Customer's or any User's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 3.1.3** providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate the Company facilities and equipment installed on the premises of the Customer or any User; and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- 3.1.4** any and all costs associated with obtaining and maintaining of the rights-of-way from the point of entry at the Customer's location to the termination point where Service is finally delivered to the Customer, including, but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities. The Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, the Customer agrees that it shall assist the Company in the procurement and maintenance of such right-of-way. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for Service;
- 3.1.5** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's 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;
- 3.1.6** identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 3 – OBLIGATIONS OF THE CUSTOMER****3.1 General (Continued)**

- 3.1.7** 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 the Company's facilities and equipment in any Customer or User premises or the rights-of-way for which the Customer is responsible under Section 3.1.4; and granting or obtaining permission for the Company's agents or employees to enter the premises of the Customer or any User 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;
- 3.1.8** not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- 3.1.9** making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes.

**3.2 Prohibited Uses**

- 3.2.1** 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 governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.
- 3.2.2** The Company may require applicants for Service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders and decisions.
- 3.2.3** The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this Tariff. The Customer shall not, without prior written consent of the Company, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without such consent shall be null and void.
- 3.2.4** The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 3 – OBLIGATIONS OF THE CUSTOMER****3.2 Prohibited Uses (Continued)**

- 3.2.5** A Customer may not use the Services so as to interfere with or impair Service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.
- 3.2.6** Customer use of any resold Service obtained from other Service providers shall also be subject to any applicable restrictions imposed by the underlying providers.
- 3.2.7** A Customer, Joint User, or Authorized User shall not represent that it's Services are provided by the Company, or otherwise indicate to its Customers that its provision of Services is jointly with the Company, without the written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

**3.3 Claims**

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

- 3.3.1** any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or User or their employees, agents, representatives or invitees;
- 3.3.2** 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 or User, including without limitation, use of the Company's Services and facilities in a manner not contemplated by the agreement between Customer and the Company; or
- 3.3.3** any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of the applicable Company Tariff.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 3 – OBLIGATIONS OF THE CUSTOMER****3.4 Jurisdictional Reporting**

When the Company receives sufficient call detail to determine the jurisdiction of some or all originating and terminating access minutes of use (MOU), the Company will use that call detail to render bills for those MOU and will not use PIU factors. When the Company receives insufficient call detail to determine the jurisdiction of some or all originating and terminating access MOU, the Company will apply PIU factor(s) provided by the Customer or developed by the company to those minutes for which the Company does not have sufficient call detail. PIU factor(s) must be provided in whole numbers and will be used by the Company to apportion use and/or charges between interstate and intrastate jurisdictions until Customer provides an update to its' PIU factor(s).

**3.4.1 Originating Access:** Originating Access Minutes may be based on traffic originating at the State, LATA or local Switching Center level, provided that the traffic being measured is only traffic originating from the Company's Local Switching Center(s). Originating Access Minutes will be measured as follows, based on type of access:

**3.4.1.1** For Feature group D Switched Access Services, as defined in Section 14.2.1, where the Company can determine jurisdiction by its call detail, the projected PIU will be developed by the Company on a quarterly basis by dividing the measured interstate originating minutes by the total Originating Access Minutes.

**3.4.1.2** For Feature Group D with 950 Access as defined in Section 14.2.1, the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of Originating Access Minutes.

**3.4.1.3** For 500, 700, 8XX, calling card and operator Service access, the Customer must provide the Company with a projected PIU factor for each type of access. The Customer who provides a PIU factor shall supply the Company with an interstate percentage of Originating Access Minutes.

**3.4.1.4** If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 32 percent interstate traffic and 68 percent intrastate traffic.

**3.4.2 Terminating Access:** For Feature Group D Switched Access Services, the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of Terminating Access Minutes on a quarterly basis, as described in Section 3.4.4 below. If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 3 – OBLIGATIONS OF THE CUSTOMER****3.4 Jurisdictional Reporting (Continued)**

**3.4.3** Except where the Company measured access minutes are used as set forth in 3.4.1 above, the Customer reported projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below. The revised report will serve as the basis for future billing and will be effective on the next bill date.

**3.4.4** Effective on the first day of January, April, July and October of each year the Customer shall update its interstate and intrastate jurisdictional report. The Customer shall forward to the Company, to be received no later than 15 days after the first day of such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each Service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months billing and will be effective on the bill date for that Service. If the Customer does not supply the reports for those Services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the Access Service Request.

**3.4.5 Jurisdictional Reports Verification:** For Switched Access Service, if a billing dispute arises or the Commission questions the project PIU factor, the Customer will provide the data used to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request.

The Customer shall keep records of call detail from which the percentage a interstate and intrastate use can be ascertained and, upon request of the Company shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921



---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 4 – PAYMENT ARRANGEMENTS****4.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and Services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those Services are used by the Customer itself or are resold or shared with other persons.

**4.2 Billing and Collection of Charges**

**4.2.1** Nonrecurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.

**4.2.2** The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which Service is provided, and recurring Charges shall be due and payable within 30 days after the invoice is mailed.

**4.2.3** Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs, and will be due and payable within 30 days after the invoice is mailed.

**4.2.4** When Service does not begin on the first day of the month, or end on the last day of the month, 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.

**4.2.5** Billing the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the Service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the Service or facility does not conform to standards set forth in the Tariffs of the Company or the Service Order. Billing accrues through and includes the day that the Service, circuit, arrangement or component is discontinued.

**4.2.6** With respect to Business Customers only, if any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, net of taxes, not compounded, multiplied by a monthly late factor of 1.5%.

**4.2.7** For any check returned to the Company due to insufficient funds, uncollected funds, or closed account, a \$25.00 fee will be assessed per check returned.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 4 – PAYMENT ARRANGEMENTS**

- 4.2.8** Ordering, Rating and Billing of Access Services where more than one exchange carrier is involved will be handled as follows:

All recurring and non-recurring charges for Services provided by each Exchange Carrier are billed under each Company's applicable Tariffs. Under a Meet Point Billing Arrangement, the Company will bill for charges for traffic carrier between the Company Local Switching Center and the End User and for the portion of any transport facilities provided by the Company between the Customer's location and the Company's local switching center.

The multiple billing arrangement described in this section is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB) and the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD).

The Company must notify the Customer of: 1) the meet point option that will be used; 2) the Carrier(s) that will render the bill(s); 3) the Carrier(s) to whom payment should be remitted; and 4) the Carrier(s) that will provide the bill inquiry function. The Company shall provide such notification at the time orders are placed for Switched Access Service. Additionally, the Company shall provide this notice in writing 15 days in advance of any changes in the arrangement.

The Company will handle the ordering, rating and billing of Switched Access Services under this Tariff where more than one Exchange Carrier is involved in the provision of Switched Access Services as follows:

- 4.2.8.1** The Company must receive an order for Feature Group D (FGD) Switched Access Service, as defined herein, ordered to the Company's Local Switching Center through a switch operated by another Exchange Center.
- 4.2.8.2** In addition, for FGD Switched Access Service ordered to the Company's Local Switching Center through a switch operated by another Exchange Carrier with whom the Company has an agreement, the Customer may be required to submit an order as specified by the Exchange Carrier which operates the switch.
- 4.2.8.3** Separate bills will be rendered by the Exchange Carrier for FGD Access Service.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 4 – PAYMENT ARRANGEMENTS****4.2 Billing and Collection of Charges (Continued)**

**4.2.8.4 Rating and Billing of Service:** Each Company will provide its portion of Access Service based on the Regulations, Rates and Charges contained in its respective Switched Access Service Tariff, subject to the following rules, as appropriate:

**4.2.8.4.(a)** The application of non-distance sensitive rate elements varies according to the rate structure and the location of the facilities involved;

**4.2.8.4.(a).i** when rates and charges are listed on a per minute basis, the Company's rates and charges will apply to traffic originating from the Customer's Premises and terminating at the End User's Premises, and vice versa.

**4.3 Advance Payments**

**4.3.1** To safeguard its interests, the Company may require a Business Customer to make an advance payment before Services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and the first month's estimated recurring charges for the Service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill and may be required in addition to a deposit.

**4.3.2** A Customer whose Service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due carrier and may be required to pay reconnect charges.

**4.4 Discontinuance of Service**

**4.4.1** Upon nonpayment of any amounts owing to the Company, the Company may, by giving ten (10) days prior written notice to the Customer, discontinue or suspend Service without incurring any liability.

**4.4.2** Upon violation of any of the other material terms or conditions for furnishing Service the Company may, by giving ten (10) days prior notice in writing to the Customer, discontinue or suspend Service without incurring any liability if such violation continues during that period.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 4 – PAYMENT ARRANGEMENTS****4.4 Discontinuance of Service (Continued)**

- 4.4.3** Upon condemnation of any material portion of the facilities used by the Company to provide Service to a Customer, or if a condition immediately dangerous or hazardous to life, physical safety or property exists, 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.
- 4.4.4** Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately require a deposit without incurring any liability.
- 4.4.5** Upon any governmental prohibition or required alteration of the Services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue Service without incurring any liability.
- 4.4.6** Upon the Company's discontinuance of Service to the Customer under paragraphs 4.5.1 or 4.5.2, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of the Tariffs of the Company, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the minimum term for which such Services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent (6%).
- 4.4.7** Any Customer or Applicant for Service requesting the opportunity to dispute any action or determination of company under the Commission's Customer Service shall be given an opportunity for a supervisory review by the Company immediately following Customer's request for such review. Service will not be disconnected pending completion of the review.

**4.5 Cancellation of Application for Service**

- 4.5.1** Applications for Service are non-cancelable unless the Company otherwise agrees. Where the Company permits the 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.
- 4.5.2** 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 Services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had Service begun (all discounted to present value at six percent (6%).

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 4 – PAYMENT ARRANGEMENTS****4.5 Cancellation of Application for Service (Continued)**

**4.5.3** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

**4.5.4** The special charges described in paragraphs 4.6.1 through 4.6.3, above, will be calculated and applied on a case-by-case basis.

**4.6 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, Service parameters, premises locations, or otherwise materially modifies any provision of the application for Service, the Customer's installation fee shall be adjusted accordingly.

**4.7 Taxes**

The Customer is responsible for the payment of Federal excise taxes, gross receipts, access, state and local sales and use taxes and all taxes, fees, surcharges (however, designated) and other exactions imposed on the Company or its Services by governmental jurisdictions, other than taxes, imposed generally on corporations. 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. All such taxes, fees and charges shall be separately designated on the Company's invoices, and are not included in the Tariffed rates. It should be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 4 – PAYMENT ARRANGEMENTS****4.8 Disputed Bills**

The Customer may dispute a bill only by written notice to the Company. Written dispute must be received by the company within 60 days of the payment due date. If a written dispute is not received by the Company within 60 days of the payment date, the bill statement shall be deemed to be correct and considered due and payable in full by Customer.

The Company, upon receiving a written dispute will investigate the merits of the dispute. Upon completion of its investigation, the Company will provide written notice to the customer regarding the disposition of the claim, i.e., resolved in favor of the Customer or resolved in favor of the Company. The Company will resolve the dispute and assess credits or penalties to the customer as follows:

- If the dispute is resolved in favor of the Company and the customer has paid the disputed amount on or before the payment due date, no credits or penalties will apply.
- If the dispute is resolved in favor of the Company and the customer has withheld the disputed amount, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty as set forth in 4.2.6. preceding.
- If the dispute is resolved in favor of the customer and the customer has withheld the disputed amount, no credits or penalties will apply.
- If the dispute is resolved in favor of the customer and the customer has paid the disputed amount, the customer will receive an interest credit from the Company for the disputed amount times a late factor. The late factor shall be the lesser of:
  - the highest interest rate which may be levied by law for commercial transactions, compounded daily, or
  - 0.000292 per day, compounded daily for the applicable number of days

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 5 – USE OF CUSTOMER'S SERVICE BY OTHERS****5.1 Resale and Sharing**

Any Service provided under the Company Tariffs may be resold to or shared with other persons at the option of Customer, except as provided in 5.3 following. Customer remains solely responsible for all use of Services ordered by it or billed to its telephone number(s) pursuant to the Tariffs of the Company, for determining who is authorized to use its Services, and for notifying the Company of any use. Business rates apply to all Service that is resold or shared.

**5.2 Joint Use Arrangements**

Joint Use Arrangements will be permitted for all Services available for resale and sharing pursuant to the Company Tariffs. From each Joint Use Arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the Service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue Service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the Service, each Joint User shall be responsible for the payment of the charges billed to it.

**5.3 Transfers and Assignments**

**5.3.1** 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 and any appropriate authorizations, if necessary, 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.

**5.3.2** If a Customer cancels a Service Order or terminates Services before the completion of the term for any reason whatsoever, other than a Major Service Interruption, Customer agrees to pay the Company the following sums within 21 days of the effective date of the cancellation or termination to be payable under the terms set forth in Section 4 preceding: all costs, fees and expenses reasonably incurred in connection with:

**5.3.2.1** All nonrecurring charges as specified in the Company's Tariffs, plus

**5.3.2.2** Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus

**5.3.2.3** All Recurring Charges specified in the applicable Company Tariff for the balance of the current term.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 6 – CANCELLATION OF SERVICE**

**Reserved for Future Use.**

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921



---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 7 – NOTICES AND COMMUNICATIONS**

- 7.1 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.
- 7.2 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 the Company may designate a separate address on each bill for Service to which the Customer shall mail payment on that bill.
- 7.3 All notices or other communications required to be given pursuant to the Tariffs of the Company 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 placement 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.
- 7.4 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.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 8 – CUSTOMER EQUIPMENT AND CHANNELS****8.1 General**

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

**8.2 Station Equipment**

- 8.2.1** Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.
- 8.2.2** The Customer is responsible for ensuring that Customer-provided equipment connected to the Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- 8.2.3** Customer provided station equipment may be attached to Services provided under the Tariffs of the Company subject to Part 68 of the FCC Rules and to any applicable provisions of the Tariffs of the Company and is the sole responsibility of the Customer.
- 8.2.4** The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-provided equipment, or for misdirected calls, disconnects or other Service problems caused by the use of Customer-owned equipment.

**8.3 Interconnection of Facilities**

- 8.3.1** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 8 – CUSTOMER EQUIPMENT AND CHANNELS****8.3 Interconnection of Facilities (Continued)**

**8.3.2** Communications 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.

**8.3.3** Facilities furnished under the Tariffs of the Company may be connected to Customer provided terminal equipment in accordance with the provisions of the Tariffs of the Company. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 Title 47, Code of Federal Regulations; and all User provided wiring shall be installed and maintained in compliance with those regulations.

**8.4 Tests and Adjustments**

Upon suitable notice the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

**8.5 Inspections**

**8.5.1** Upon suitable 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 User is complying with the requirements set forth in Section 2.8 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment.

**8.5.2** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deem 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.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 9 – ALLOWANCES FOR INTERRUPTIONS IN SERVICE****9.1 General**

**9.1.1** Interruptions in Service, which are not due to the negligence of or noncompliance with the provisions of the Tariffs of the Company, by the Customer or of an Authorized or Joint User, or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the Service that the interruption affects.

**9.1.2** A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under its Tariffs. An interruption period begins when the Customer reports a Service, facility or circuit is interrupted and releases it for testing and repair. An interruption period ends when the Service, facility or circuit is operative. 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.

**9.1.3** For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro-rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

**9.1.4** For Switched Access Service, no credit will be allowed for an interruption of less than 24 hours. After the first 24-hour period, a credit equal to 1/30 of the applicable recurring transport charges will be applied to each interruption which is in excess of 12 hours and up to 24 hours.

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days credit will be allowed for any one-month period.

**9.2 No credit allowances will be made for:**

**9.2.1** interruptions due to the negligence of, or noncompliance with the provisions of the Tariffs of the Company, by the Customer, User, or other common carrier providing Service connected to the Service of the Company;

**9.2.2** 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;

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 9 – ALLOWANCES FOR INTERRUPTIONS IN SERVICE**

**9.2 No credit allowances will be made for (Continued)**

- 9.2.3** interruptions of Service due to the failure or malfunction of facilities, power or equipment provided by the Customer, Authorized User, Joint User, or other common carrier providing Service connected to the Services or facilities of the Company;
- 9.2.4** 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;
- 9.2.5** interruptions of Service during a period in which the Customer continues to use the Service on an impaired basis;
- 9.2.6** 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;
- 9.2.7** interruptions of Service due to circumstances or causes beyond the control of the Company; and
- 9.2.8** interruptions of Service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 10 – APPLICATION OF RATES****10.1 Distance-Based Charges**

**10.1.1** Distance between two points is measured as airline distance between two Points of Service.

**10.1.2** The airline distance between any two Points of Service is determined as follows:

**10.1.2.1** Obtain the vertical and horizontal coordinates for each Point of Service location.

**10.1.2.2** Compute the difference between the vertical coordinates of the two Points of Service; and compute the difference between the two horizontal coordinates.

**10.1.2.3** Square each difference between the vertical coordinates and the horizontal coordinates.

**10.1.2.4** Add the square of the vertical coordinates difference and the square of the horizontal coordinates difference.

**10.1.2.5** Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

$$\text{For example } \frac{(V2-V1)^2 + (H2-H1)^2}{10}$$

**10.1.2.6** Take the square root of the result.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 11 – SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS****11.1 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in the Tariffs of the Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any Service or facility relating to a regulated telecommunications not otherwise specified under a Tariff, or for the provision of Service on an expedited basis or in some other manner different from the normal Tariff conditions. Special construction is that construction undertaken:

**11.1.1** where facilities are not presently available, and there is no other requirement for the facilities so constructed;

**11.1.2** of a type other than that which the Company would normally utilize in the furnishing of its Services;

**11.1.3** over a route other than that which the Company would normally utilize in the furnishing of its Services;

**11.1.4** in a quantity greater than that which the Company would normally construct;

**11.1.5** on an expedited basis;

**11.1.6** on a temporary basis until permanent facilities are available;

**11.1.7** involving abnormal costs; or

**11.1.8** in advance of its normal construction.

**11.2 Basis for Charges**

Where the Company furnishes a facility or Service on a special construction basis, or any Service for which a rate or charge is not specified in the Company's Tariffs, charges will be based on the costs incurred by the Company and may include, (1) nonrecurring-type charges; (2) recurring-type charges, (3) termination liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum Service commitment based upon the estimated Service life of the facilities provided.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 11 – SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS**

**11.3 Basis for Cost Computation**

The costs referred to in Section 11.2 preceding may include one or more of the following items to the extent they are applicable:

**11.3.1** installed costs of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installed costs include the cost of:

**11.3.1.1** equipment and materials provided or used,

**11.3.1.2** engineering, labor and supervision,

**11.3.1.3** transportation,

**11.3.1.4** rights-of-way, and

**11.3.1.5** any other item chargeable to the capital account;

**11.3.2** annual charges including the following:

**11.3.2.1** cost of maintenance;

**11.3.2.2** depreciation on the estimated installed cost of any facilities provided, based on the anticipated useful Service life of the facilities with an appropriate allowance for the estimated net salvage;

**11.3.2.3** administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;

**11.3.2.4** any other identifiable costs related to the facilities provided; and

**11.3.2.5** an amount for return and contingencies.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921



---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 11 – SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS**

**11.4 Termination Liability**

To the extent that there is no other requirement for use by the Company, the Customer may have a termination liability for facilities specially constructed at the request of the Customer if, and only if, such liability is clearly stated in a written agreement between the Company and the Customer.

**11.4.1** The maximum termination liability is equal to the total cost of the special facility as determined under 11.3 preceding, adjusted to reflect the re-determined estimated net salvage, including any reuse of the facilities provided.

**11.4.2** The maximum termination liability as determined in paragraph 11.4.1 shall be divided by the original term of Service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of Service (rounded up to the next whole number of months), discounted to present value at six percent (6%), plus applicable taxes.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

**COMPETITIVE ACCESS PROVIDER SERVICES TARIFF**

---

**SECTION 12 – ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE****12.1 General**

This section sets forth the regulations and order related charges for Access Service Requests (ASRs) for Switched Access Service as defined in this Tariff. These charges are in addition to other applicable charges set forth in other sections of this Tariff.

**12.1.1 Ordering Conditions**

All Services offered under this Tariff will be ordered using an ASR. The format of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise, specified herein. A Customer may order any number of Services of the same type and between the same premises on a single ASR. All details for Services for a particular order must be identical. The Customer shall provide all information necessary for the Company to provide and bill for the requesting Service. When placing an order for Switched Access Service, the Customer shall provide the following minimum information:

**12.1.1.1** Customer name and premise(s) address(es);

**12.1.1.2** Billing name and address (when different from Customer name and address);

**12.1.1.3** Customer contact name (s) and telephone numbers for the following provisioning activities; order negotiating, order confirmation, interactive design, installation and billing. The order date (Application Date) is the date on which the Company receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Commencement Date, at the time the Company gives the Customer a Firm Order Confirmation (FOC). The FOC is forwarded to the Customer within two (2) business dates after the date on which all information needed to process the ASR has been received by the Company.

**12.1.2 Provision of Other Services**

Unless otherwise specified herein, all Services offered under this Tariff shall be ordered with an ASR.

With the agreement of the Company, other Services may subsequently be added to the ASR at any time, up to and including the Service date for the Access Service. When added subsequently, charges for a Design Change as set forth in Section 15.1.3.2 will apply when an engineering review is required.

---

**Issued:****Effective:**

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 12 – ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE****12.1.2 Provision of Other Services (Continued)**

Additional Engineering is not an ordering option but will be applied to a ASR when the Company determines that additional engineering is necessary to accommodate a Customer request. Additional Engineering will be provided by the Company at the request of the Customer only when a Customer requests additional technical information after the Company has already provided the technical information included on the Design Layout Report as set forth herein. The Customer will be notified when additional engineering is required and will be furnished with a written statement setting forth the justification for the additional engineering as well as an estimate of the charges. If the Customer does not want the Service or facilities after being notified by the Company that additional engineering is required, the Customer may cancel the order and no charges will apply.

**12.2 Access Order**

An ASR required by the Company to provide a Customer Switched Access Service as described herein. An ASR will be required for each new similar Service arrangement or group of common circuits. When a Customer requests new or additional Switch Access Service, one or more ASRs may be required. The number of orders required is dependent on the type of Services and/or facilities being requested.

When placing an order for either Direct Connect Service or Tandem Connect Service as describe in Sections 14.2.3.2 and 14.2.3.3 respectively, the Customer shall provide all standard ASR ordering information as specified in industry guidelines. The Customer will also be required to provide this information to order additional Service for an existing Service type. For new Customers ordering Tandem Connect Service, the Customer will only be required to complete an ASR for installation of new Service.

**12.2.1 Access Service Date Intervals**

Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's required interval subject to the following conditions:

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 12 – ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE****12.2.1 Access Service Date Intervals (Continued)**

**12.2.1.1 Standard Interval:** The Standard Interval for Switched and Special Access Service will be ten (10) business days from the Application Date. This interval only applies to standard Service offerings for a Customer which is on-net and at locations where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

**12.2.1.2 Negotiated Interval:** The Company will negotiate a Service Date Interval with the Customer when:

**12.2.1.2.1** The Customer requests a Service Date before or beyond the applicable Standard Interval Service date; or

**12.2.1.2.2** There is no existing facility connecting the Customer Premises with the Company or

**12.2.1.2.3** The Customer requests a Service that is not considered by the Company to be a standard Service offering (for example, if Additional Engineering is required to complete the order); or

**12.2.1.2.4** The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requires. The negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or when there is no Standard Interval, the Company offered Service Date. All Services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

**12.2.2 Access Service Request Modifications**

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. Charges for Access Service Order (ASR) modification will apply as set forth below, on a per occurrence basis.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 12 – ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE****12.2.2 Access Service Request Modifications (Continued)**

Any increase in the number of Special Channels, Switched Access Service lines, trunks, transport facilities, Out of Band Signaling connections or any change in engineering or functionality of a Service will be treated as a new ASR with a new Service Date Interval.

**12.2.2.1 Service Commencement Date Charges**

ASR Service dates for the installation of new Services or rearrangement of existing Services may be changed, but the new Service date may not exceed the original Service Commencement Date by more than 30 calendar days. Then, if for any reason the Customer indicates that Service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of Service, a Service Change will apply. In addition, when the Customer submits a request for a Service Date Change that is less than five business days from the date of notification by the Customer, a Service Date Charge and an Expedite Charge will apply. No Expedite Charge will apply if the Customer requests a Service Date Change that is more than five (5) business days from the date of request by the Customer, but earlier than the original requested Service Commencement Date.

If the Customer requested Service date is more than 30 Calendar days after the original Service date, the order will be cancelled by the Company on the 31st day. Appropriate Cancellation Charges will be applied. If the Customer still requires the Service, the Customer must place a new ASR with the Company. The Service Date Change charge will apply on a per order, per occurrence basis for each Service date changed. The applicable charges are set forth in Section 15.1.3.2.

**12.2.2.2 Design Change Charge**

The Customer may request a Design Change to the Service ordered. A Design Change is any change to an ASR which requires Engineering Review. An Engineering Review is a review by the Company personnel of the Service ordered and requested changes to determine what change(s) in design, if any, are necessary to meet the Customer's request. Design Changes include such changes as the addition or deletion of optional features or functions, a change in the type of transport termination or type of channel interface. Any other changes are not considered Design Changes for purposes of this subsection and will require issuance of a new ASR and the cancellation of the original ASR with appropriate Cancellation Charges applied.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 12 – ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE****12.2.2 Access Service Request Modifications (Continued)****12.2.2.2 Design Change Charge (Continued)**

The Design Change Charge will apply on a per order, per occurrence basis for each order requiring a Design Change. The applicable charges, as set forth in Section 15.1.3.2 are in addition to any Service Date Change Charges that may apply.

**12.2.2.3 Expedited Order Charge**

When placing an Access Order for Service(s) for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service Date, in which case an Expedite Charge will apply. The Expedite Charge will not apply if the new Service Commencement Date is more than five days from the date of the request to the Company of the Expedited Order request.

However, if upon reviewing availability of equipment and scheduled workload, Company agrees to provide Service on an expedited basis and Customer accepts Company's proposal, an Expedite Charge will apply. If the Company is subsequently unable to meet an agreed upon expedited Service date, then the Expedited Charge will not apply. In the event the Company provides Service on a expedited basis on the Customer's request, and the Customer delays Service or is not ready for delivery of Service at the time of installation, a Service Date Change Charge will apply in addition to the Expedite Charge.

In the event that the Customer cancels an expedite request, the Expedite Charge will be added to any applicable Cancellation Charge specified herein.

In the event that the Customer requests a Service Date Change after the Company has received the original expedite request, the Expedite Charge will still apply.

An Expedite Charge will not be applied to orders expedited for Company reasons.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 12 – ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE****12.2.2 Access Service Request Modifications (Continued)****12.2.2.3 Expedited Order Charge (Continued)**

If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this Tariff will apply.

The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in Section 15.1.3.2.

**12.2.3 Cancellation of an Access Service Request**

A Customer may cancel an ASR for the installation of Switching Access Service at any time prior to notification by the Company that Service is available for the Customer's use. The Cancellation Date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days. A Customer may negotiate an extension of the Service date of an ASR for installation of new Service or rearrangement of existing Service, in which case a Service Date Change Charge will apply. However, the new Service date cannot exceed the originally established Service date by more than 30 calendar days. On the 31<sup>st</sup> day beyond the original Service date, the ASR will be canceled and the appropriate Cancellation Charge will be applied.

Except as stated herein, Cancellation Charges will apply as specified in Section 15.1.3.3. If the cancellation occurs prior to the Company's receiving the ASR, no charges shall apply.

Cancellation Charges for Expedited Orders will be applied for an order canceled from the Application Date forward.

If the Company misses a Service date for a Standard or Negotiated Interval Access Order by more than 30 days due to circumstances such as Acts of God, governmental requirements, work stoppages and civil disturbances, the Company shall not be liable for such delay and the Customer may cancel the ASR without incurring Cancellation Charges.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 12 – ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE****12.2 Access Order (Continued)****12.2.4 Minimum Period of Service**

The minimum period for which Switched Access Service is provided and for which charges are applicable is one month.

**12.2.4.1** The following changes will be treated as a discontinuance of the existing Service and a request for installation of a new Service. All associated non-recurring charges will apply for the new Service, and a new minimum period will be established:

**12.2.4.1.(a)** a change in the identity of the Customer of record;

**12.2.4.1.(b)** a move by the Customer to a different building;

**12.2.4.1.(c)** a change in type of Service;

**12.2.4.1.(d)** a change in Switched Access Service Interface (i.e., DSL or DS3);

**12.2.4.1.(e)** a change in Switched Access Service Traffic Type;

**12.2.4.2** When Access Service is disconnected prior to the expiration of the minimum period, changes are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed Services will be determined as follows:

**12.2.4.2.(a)** For Switched Service, the charge for a month or fraction thereof is the applicable minimum monthly charge for the capacity made available to the Customer.

**12.2.4.2.(b)** All applicable Non-Recurring Charges for the Service will be billed in addition to the Minimum Period Charges.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921



---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 13 – CARRIER COMMON LINE SERVICE**

The Company will provide Carrier Common line Access Service (Carrier Common One line Access) to Customers in conjunction with Switched Access Service provided in Section 14 of this Tariff.

**13.1 General Description**

Carrier Common line Access provides for the use of end users Company provided common one line by Customers for access to such End Users to furnish Communications Services.

**13.2 Limitations****13.2.1 Exclusions**

Neither a telephone number nor detail billing are provided with Carrier Common Line Access. Additionally, directory listings and intercept arrangements are not included in the rates and charges for Carrier Common line Access.

**13.2.2 Access Groups**

All trunk side connections provided in the same access group will be limited to the same features and operating characteristics.

**13.3 Undertaking of the Company****13.3.1 Provision of Service**

Where the Customer is provided Switched Access Service under other sections of this Tariff, the Company will provide the use of Company common lines by a Customer for access to end users at rates and charges as set forth in 15.1.3 following.

**13.3.2 Interstate and Intrastate Use**

The Switched Access Service provided by the Company includes the Switched Access Service provided for both interstate and intrastate commissions. The Carrier Common line Access rates and charges as set forth in 15.1.3.4.2 following apply to intrastate Switched Access Service access minutes.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

**COMPETITIVE ACCESS PROVIDER SERVICES TARIFF**

---

**SECTION 13 – CARRIER COMMON LINE SERVICE****13.4 Obligations of the Customer****13.4.1 Switched Access Service Requirements**

The Switched Access Service associated with Carrier Common line Access shall be ordered by the Customer under other sections of this Tariff.

**13.4.2 Supervision**

The Customer facilities at the premises of the ordering Customer shall provide the necessary on-hook and off-hook supervision.

**13.5 Determination of Usage Subject to Carrier Common line Access Charges**

Except as set forth herein, all Switched Access Service provided to the Customer will be subject to Carrier Common line Access Service.

**13.5.1 Determination of Jurisdiction**

When the Customer reports interstate and intrastate use of Switched Access Service, the associated Carrier Common line Access used by the Customer for interstate will be determined as set forth in 3.4.1 (Percent Interstate Use – PIU).

**13.6 Measuring and Recording of Call Detail**

When Access minutes are used to determine Carrier Common line charges, they will be accumulated using call detail recorded by Company equipment. The Company measuring and recording equipment will be associated with end office or local tandem switching equipment and will record each originating and terminating access minute where answer supervision is received. The accumulated access minutes will be summed on a line-by-line basis, by line group or by end office, whichever type of account is used by the Company, for each Customer and then rounded to the nearest minute.

**13.7 Billing Charges**

**13.7.1** Access minutes for all Switched Access Service subject to Carrier Common line Charges will be multiplied by the Access Per Minute Rate as set forth in Section 15.1.3.4.2 following.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 13 – CARRIER COMMON LINE SERVICE****13.8 Determination of Charges**

**13.8.1** Carrier Common line Charges will be billed to each Switched Access Service provided further under this Tariff, in accordance with the rates as set forth in Section 15.1.3.4 following.

**13.8.2 Carrier Common line Access per minute charge(s) apply to:**

**13.8.2.1** all Terminating Access Minutes of Use.

**13.8.2.2** less those Terminating Access Minutes of Use associated with Mobile Telephone Switching Offices (MTSOs) if the MTSO has a Contract for Services with Company.

**13.8.2.3** all Originating Access Minutes of Use associated with calls placed to 700, 800 and 900 numbers, less those Originating Access Minutes of Use associated with calls placed to 700, 800 and 900 numbers for which the Customer furnishes for each month a report of either the number of calls or minutes or a report of the percent of calls or minutes that terminate in a Switched Access Service that is assessed Carrier Common line Charges.

When the Customer makes this report available to the Company in advance of billing, these minutes of use will be charged on the current bill as originating minutes of use as set forth in 13.8.2.3.(d) following. If a billing dispute arises concerning the Customer provided report, the Company will request the customer to provide the data the Customer used to develop the report. The Company will not request such data more than once a year. The Customer shall supply the data within 30 days of the Telephone Company request.

When this report is not available to the Company until after billing, it shall be used by the Company to calculate and post a credit to the Customer's account. The credit shall be posted to the Customer's account within 30 days of receipt of the report. The credit shall be calculated by multiplying the number of access minutes of use, for which a credit is determined to be applicable, times the difference between the terminating and originating Carrier Common line Charges in effect when the calls were completed.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 13 – CARRIER COMMON LINE SERVICE**

**13.8 Determination of Charges (Continued)**

**13.8.2 Carrier Common line Access per minute charge(s) apply to (Continued)**

**13.8.2.4 The Originating Access per minute charge(s) apply to:**

- 13.8.2.4.(a)** all Originating Access Minutes of Use,
- 13.8.2.4.(b)** all Originating Access Minutes of Use where the off-hook supervisory signaling is forwarded by the Customer's equipment when the called party answers,
- 13.8.2.4.(c)** less all Originating Access Minutes of Use associated with calls placed to 700, 800 and 900 numbers,
- 13.8.2.4.(d)** less those Originating Access Minutes of Use associated with Mobile Telephone Switching Offices (MTSOs), if the MTSO has a Contract for Services with the Company.
- 13.8.2.4.(e)** plus all Originating Access Minutes of Use associated with calls placed to 700, 800 and 900 numbers for which the Customer furnishes for each month a report of either the number of calls or minutes or a report of the percent of calls or minutes that terminate in a Switched Access Service that is assessed Carrier Common line charges, and for which a corresponding reduction in the number of Terminating Access Minutes of Use has been made as set forth in 13.8.2.3.(c) preceding.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 14 – SWITCHED ACCESS SERVICE****14.1 General**

Switched Access Service, which is available to Customers for their use in furnishing their Services to End Users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provided for the use of common terminating switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises location to a Customer's Premises and to terminate calls from a Customer's Premises to an End User's Premises.

Rates and charges are set forth in Section 15. The application of rates for Switched Access Service is described in Section 15.1.3.4.

**14.2 Provision and Description of Switched Access Service Agreements**

Switched Access Service is provided in the following Service type;

**14.2.1 Feature Group D (FGD) Access**

FGD Access, which is available to all Customers, is provisioned at the SDI level and provides trunk-side access to Company Local Switching Center switches, with an associated uniform 10XXX Access Code for Customer's use in originating and terminating communications. Basic FGD Service will be provided with Multi-Frequency In-Band Signaling. SS7 is also available as a Common Switching Option for Feature Group D. In addition, Conventional Signaling for Direct Carrier Trunk Groups is available at Customer's option. End Users of Customer's Service may also originate calls to certain FGD Access Customers without dialing the 10XXX Access Code if End User is presubscribed as described herein.

The Access Code for FGD switching is a uniform Access Code of the form 10XXX. A single Access Code will be the assigned number of all FGD access provided to the Customer by the Company. No access Code is required for calls to a Customer over FGD Switched Access Service if the End User's telephone exchange Service is arranged for Pre-subscription to that Customer, as set forth herein.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 14 – SWITCHED ACCESS SERVICE****14.2 Provision and Description of Switched Access Service Agreements (Continued)****14.2.1 Feature Group D (FGD) Access (Continued)**

Where no Access Code is required, the number dialed by the Customer's End User shall be a seven or ten digit number for calls in the North American Numbering Plan (NANP), except for 00- dialed calls which are routed to the predesignated Customer. For international calls outside the NANP, a seven to twelve digit number maybe dialed. The form of the numbers dialed by the Customer's End User is NXX-XXXX, 0 OR 1 + NXX-XXXX, NPA +NXX-XXXX, 0 or 1 + NPA = NXX-XXXX, and when the local Switching Center is equipped for International Direct Distance Dialing (IDDD), O + CC + NN or 011 + CC + NN.

When the 10XXX Access Code is used, FGD switching also provides for dialing the digit 0 for access to the Customer's operator, 911 for access to the Company's emergency Service, or the end-of -dialing digit (#) for cut-through access to the Customer's Premises.

In addition End User may originate calls by dialing the 950-XXXX Access Code specific to a particular Interexchange Carrier provided that Interexchange Carrier has subscribed to the Company's Feature Group D with 950 Access Common Switching Optional Feature. If the End User is presubscribed to that Interexchange Carrier, no Access Code is necessary.

**14.2.2 Manner of Provision**

Trunks used for switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to order a sufficient number of trunks of each type in order to meet its desired grade of Service objective. At the Customer's request, the Company will assist the Customer in sizing Switched Access Trunk groups.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 14 – SWITCHED ACCESS SERVICE****14.2 Provision and Description of Switched Access Service (Continued)****14.2.3 Rate Categories**

The following rate categories apply to Switched Access Service:

Direct Connect  
Tandem Connect

**14.2.3.1** Except as stated as follows, Tandem Connect Service is provided in conjunction with the tandem provider serving the area. Charges are computed in accordance with Section 4.2.8 preceding (Ordering, Rating, and Billing of Access Services Where More Than One Exchange Carrier is Involved).

**14.2.3.2 Direct Connect**

The Company will provide Direct Connects between the Customer's Premises and the Company's Local Switching Center switch(es). This transmission path is dedicated to the use of a single Customer. DSI and DS3 facilities are available for Direct Connect Service. A DSI facility is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice frequency transmission paths. A DS3 facility is capable of transmitting electrical signals at a nominal 44.736 Mbps, with the capability to channelize up to 672 voice frequency transmission paths. For DS3 facilities, if the Company is required to install additional fiber optic equipment for the benefit of the Customer, the Customer has the option to choose either an optical or electrical interface. This Direct Connect rate category is comprised of a monthly Entrance Facilities Charge and a Per Minute of Use End Office Switching charge as specified in 15.1.3.4.

**14.2.3.3 Tandem Connect:** Tandem Connect consists of circuits from the point of interconnection with Customer's tandem provider to the Company's Local Switching Center. This Tandem Connect rate category is comprised of a Minutes of Use (MOU) based End-Office switching and tandem switched transport charges.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 14 – SWITCHED ACCESS SERVICE****14.2 Provision and Description of Switched Access Service Agreements (Cont.)****14.2.4 Design Layout Report**

At the request of the Customer the Company will provide to the Customer the makeup of the facilities and Services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

**14.2.5 Acceptance Testing**

At no additional charge the Company will, at the Customer's request, cooperatively test at the time of installation the following parameters: loss, C-notched noise, C-message noise, 3-tons slope, d.c. continuity and operational signaling.

**14.2.6 Ordering Options and Conditions**

Switched Access Service is ordered under the Access Order provisions set forth in Section 12.2. Also included in that section are other charges which may be associated with ordering Switched Access Service.

**14.2.7 Competitive Pricing Arrangements**

Competitive pricing arrangements for Local Transport – Entrance Facilities and Local Transport-Direct Trunked Transport can be furnished to meet the communications needs of specific Customers on a case-by-case basis under individual contracts. Notice of the Competitive Pricing Arrangement Contracts, once executed, will be filed with Commission according to Commission rules.

**14.3 Obligations of Company**

In addition to the obligations of the Company set forth in other sections of this Tariff, the Company has certain other obligations concerning the provision of Switched Access Service. These obligations are as follows:

**14.3.1 Network Management**

The Company will administer its Network to ensure the provision of acceptable Service levels to all telecommunications users of the Company's Network Services.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921



---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 14 – SWITCHED ACCESS SERVICE****14.3 Obligations of Company (Continued)****14.3.1 Network Management (Continued)**

Service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company Network. Company reserves the right to apply protective controls, (i.e., those actions, such as call gapping, which selectively cancel the completion of traffic), over any traffic carried over its Network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. Customer will notify Company of anticipated peaked Services as stated below. Based on the information provided Company, Company will work cooperatively with Customer to determine the appropriate level of control. In the event that the protective controls applied by Company result in the complete loss of Service by Customer, Customer will be granted a credit allowance for Service interruption as set forth in Section 9.

When a Customer uses the Company's facilities to offer Services for which a substantial call volume or peaked Service is expected during a short period of time, the Customer must notify the Company at least 24 hours in advance of each peak period. For events scheduled during weekends or holidays, the Company must be notified no later than 5:00 p.m. local time the prior business day. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the NPA NXX and one line number(s) to be used. On the Basis of the information provided, the Company may invoke network management controls, if required, to reduce the probability of excessive Network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such control. Failure to provide prescribed notification may result in Customer caused Network congestion which could result in discontinuance of Service under Section 4.5.2.

**14.4 Obligations of the Customer**

In addition to obligations specified elsewhere in the Tariff, the Customer has certain specific obligations pertaining to the use of Switched Access Service as follows:

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 14 – SWITCHED ACCESS SERVICE**

**14.4.1 Report Requirements**

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing Jurisdictional Reports as set forth in Section 3.4 preceding. Charges will be apportioned in accordance with those reports. The method for determining the intrastate charges is set forth therein (Section 3.4).

**14.4.2 Supervisory Signaling**

The Customer's premises equipment shall provide the necessary on-hook, offhook answer and disconnect supervision.

**14.4.3 Design of Switched Access Services**

It is the Customer's responsibility to assure that sufficient Access Services have been ordered to handle its traffic.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 15 – RATES AND CHARGES****15.1 Rates for Switched Access Services**

There are three types of rates and charges that apply to Switched Access Service. These are Monthly Recurring Charges, Usage Rates and Non-Recurring Charges.

**Monthly Recurring Charges:** Monthly Recurring Charges are flat rates for facilities that apply each month or fraction thereof that a specific rate element is provided.

**Usage Rates:** Usage rates are rates that are applied on a per access minute or per query basis. Usage Rates are accumulated over a monthly period.

**Non-Recurring Charges:** Non-Recurring Charges are one time charges that apply for a specific work activity (i.e., installation of new Service or change to an existing Service).

**Installation of Service:** Non-Recurring Charges apply to each Switched Access Service installed. The charge is applied per one line or trunk.

**15.1.1 Application of Rates****15.1.1.1 Direct Connect:**

The Direct Connect Rate is assessed based on the total of the monthly Entrance Facilities Charge and the Monthly Usage charge. The Monthly Facilities Charge consists of a fixed rate based on the type of the facilities, (i.e., DS1 or DS3), and may include a per mile rate.

**15.1.1.2 Tandem Connect:**

The Tandem Connect Rate is assessed based on the Monthly Usage charges for End-Office switching and Tandem Switched Transport.

**15.1.2 Billing of Access Minutes**

When recording originating calls over FGD with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FGD ends when the originating FGD entry Switch received disconnect supervision from either the originating End User's Local Switching Center (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 15 – RATES AND CHARGES****15.1 Rates for Switched Access Services (Continued)****15.1.2 Billing of Access Minutes (Continued)**

For terminating calls over FGD with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FGD ends when a disconnect signal is received, indicating that either the originating or terminating user had disconnected.

When recording originating calls over FGD with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups, and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FGD usage ends when the entry switch receives or sends a release message, whichever occurs first. For terminating calls over FGD with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch received the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of termination FGD call usage ends when entry switch receives or sends a release message, whichever occurs first.

**15.1.3 Rates and Charges****A. Service Implementation**

	<b>Installation Charge - Per Trunk</b>
	<b><u>Non-recurring Charge</u></b>

<b>DS1</b>	<b>ICB</b>
<b>DS3</b>	<b>ICB</b>

**B. Change Charges (Per Order)****Per Occurrence**

<b>Service Date</b>	<b>\$0.00</b>
<b>Design Changes</b>	<b>\$0.00</b>
<b>Expedite Charge</b>	<b>\$0.00</b>

**C. Cancellation Charges**

	<b><u>Per Order</u></b>
	<b>\$0.00</b>

Issued:

Effective:

Issued by: Richard M. Boudria, President  
 BCN TELECOM, INC.  
 550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
 Bedminster, NJ 07921

## COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

**SECTION 15 – RATES AND CHARGES****15.1.3 Rates and Charges (Continued)****D. Switched Access****D.1 Local Switching  
Feature Groups B & D****Per Access Minute of Use**

Originating	\$0.008610
Terminating	\$0.006000

**D.2 Carrier Common line Rates****Per Access Minute of Use**

Originating	\$0.038905
Terminating	\$0.000000

**D.3 Switched Transport Usage Rates****Access Rate  
Per Minute****Access Rate  
Per Mile**

<b>Local Transport</b>		
Originating	\$0.0000000	\$0.0000000
Terminating	\$0.0000000	\$0.0000000

<b>Tandem Switching</b>		
Originating	\$0.007700	\$0.007700
Terminating	\$0.000000	\$0.000000

**Tandem Transport Originating****Per Minute****Per Mile**

Between 0 and 8 miles	\$0.000237	\$0.000015
Over 8 to 25 Miles	\$0.000273	\$0.000018
Over 26 to 50 Miles	\$0.000308	\$0.000019
Over 50 miles	\$0.000311	\$0.000020

**Tandem Transport Terminating**

Between 0 and 8 miles	\$0.000000	\$0.000000
Over 8 to 25 Miles	\$0.0000000	\$0.000000
Over 26 to 50 Miles	\$0.000000	\$0.000000
Over 50 miles	\$0.0000000	\$0.000000

Issued:

Effective:

Issued by: Richard M. Boudria, President  
 BCN TELECOM, INC.  
 550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
 Bedminster, NJ 07921

---

 COMPETITIVE ACCESS PROVIDER SERVICES TARIFF
 

---

**SECTION 15 – RATES AND CHARGES****15.1.3 Rates and Charges (Continued)****D. Switched Access (Continued)**

<b>Interconnection Charge</b>	<b><u>Per Minute</u></b>
<b>Originating</b>	\$0.00468 1
<b>Terminating</b>	\$0.00468 1

**D.4 Direct Trunked Transport****Monthly Recurring Rate**

	<b><u>Fixed</u></b>	<b><u>Per Mile</u></b>
<b>DS1</b>	ICB	ICB
<b>DS3</b>	ICB	ICB

**15.1.4 800 Number Portability Access****Per Minute**

800 POTS Translation Charge	\$0.003665
Call Handling and Destination Charge	\$0.000694
800 Carrier Identification Charge Per Call	\$0.003312

**15.1.5 VoIP Traffic****Per Minute**

<b>Originating</b>	Same as TDM, Above
<b>Terminating</b>	\$0.006000

**15.2 Non Routine Installation/Maintenance Charges**

As stated in 2.9, at the Customer's request installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In that case, the following rates apply:

<b>Basis Time - per quarter hour:</b>	\$0.00
<b>Overtime - per quarter hour:</b>	\$0.00
<b>Premium Time — per quarter hour:</b>	\$0.00

**15.3 Individual Case Basis Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or Prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such a competitive requests may be different than those specified for such Service in this Tariff. ICB rates will be offered to the Customer in writing. Notice of such arrangements will be provided to the Commission according to Commission rules.

---

 Issued:

Effective:

Issued by: Richard M. Boudria, President  
 BCN TELECOM, INC.  
 550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
 Bedminster, NJ 07921

---

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

---

**SECTION 15 – RATES AND CHARGES**

**15.4 Underbilling**

If charges are found to be lower than authorized by the Company's Tariffs or Terms and Conditions of Service, or if the Company failed to bill the Customer for Service then:

**15.4.1** The Customer may be back billed for the amount that was underbilled for no more than six months from the date the error was discovered unless underbilling is a result of theft of Service by the Customer.

**15.4.2** Service may be disconnected if the customer fails to pay charges arising from an underbilling.

**15.4.3** If the underbilling is \$50.00 or more, the company may offer the customer a Deferred Billing Plan option for the same length of time as that of the underbilling. A Deferred Payment Plan may not be offered to a Customer whose underpayment is due to theft of Service.

**15.4.4** Interest on underbilled amounts shall:

**15.4.4.1** not be charged unless such amounts are found to be the result of theft or Service by the Customer, and

**15.4.4.2** not exceed an amount based on the rate set by the Commission on December 1 of the preceding year, compounded monthly, and accruing from the day the Customer is found to have first tampered with, bypassed, or diverted Service.

---

Issued:

Effective:

Issued by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1<sup>st</sup> Floor  
Bedminster, NJ 07921