

TELECOMMUNICATIONS SERVICES

Applying to Intrastate Resale
Common Carrier Communications
Services Between Points in the
State of Idaho

AND

CONTAINING RULES AND REGULATIONS

GOVERNING SERVICE

This tariff is on file with the Idaho Public Utilities Commission and copies may be inspected, during normal business hours, at American Phone Services Corp., 11285 Elkins Road, Suite L-4, Roswell, Georgia 30076, 1-800-711-1323.

Issued: March 5, 1998

By: Riccardo Ferranti
American Phone Services Corp.
11285 Elkins Road, Suite L-4
Roswell, GA 30076

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING

APR 10 1998

Boise, Idaho

Check List

Pages 1 to 30 are effective as of the date shown. Revised pages as named below contain all changes from the original tariff that are in effect on the date thereof.

<u>PAGE</u>	<u>REVISION NO.</u>	<u>PAGE</u>	<u>REVISION NO.</u>
1	Original		
2	Original		
3	Original		
4	Original		
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	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		

Issued: March 5, 1998

By: Riccardo Ferranti
American Phone Services Corp.
11285 Elkins Road, Suite L-4
Roswell, GA 30076

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING

APR 1 0 1998

Boise, Idaho

Symbols

Whenever tariff pages are revised, changes will be identified by the following symbols:

- (C) To signify changed regulation
- (D) To signify deleted or discontinued rate, regulation or condition
- (I) To signify a change resulting in an increase to a customer's bill
- (M) To signify material moved from or to another part of tariff with no change in text, rate, rule or condition
- (N) To signify new rate, regulation, condition or page
- (R) To signify a change resulting in a reduction to a customer's bill
- (T) To signify change in text but no change in rate, rule or condition
- (Y) To signify a reference to other published tariffs
- (Z) To signify a correction

Issued: March 5, 1998

By: Riccardo Ferranti
American Phone Services Corp.
11285 Elkins Road, Suite L-4
Roswell, GA 30076

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING

APR 10 1998

Boise, Idaho

TABLE OF CONTENTS

TITLE PAGE 1

CHECK LIST 2

SYMBOLS 3

TABLE OF CONTENTS 4

TARIFF FORMAT PAGE 6

INTRODUCTION 7

1 TECHNICAL TERMS AND ABBREVIATIONS 8

2 RULES AND REGULATIONS 13

2.1 Undertaking of the Company 13

2.2 Responsibility and Use 14

2.3 Billing and Payments 14

2.4 Taxes 15

2.5 Deposits 15

2.6 Advance Payments 15

2.7 Credit Limit 15

2.8 Call Blocking 15

2.9 Indemnification 16

2.10 Customer Premises Equipment ("CPE") 16

2.11 Transmission 16

2.12 Interconnection 17

2.13 Interruption 17

2.14 Discontinuation 18

2.15 Restoration of Services 18

2.16 Disclaimer 19

2.17 Limitation of Liability 19

2.18 Indemnification 21

2.19 Credits and Credit Allowances 22

2.20 Minimum Service Period 23

2.21 Compliance 23

2.22 Force Majeure 23

2.23 Customer Premises 24

2.24 Full Force and Effect 24

2.25 Cooperation 24

Issued: March 5, 1998

By: Riccardo Ferranti
American Phone Services Corp.
11285 Elkins Road, Suite L-4
Roswell, GA 30076

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING

APR 10 1998

Boise, Idaho

TABLE OF CONTENTS (cont.)

2.26 Governing Law 24

2.27 Operator Services 24

3 DESCRIPTION OF SERVICES 25

3.1 Description of Services 25

3.2 Timing of Calls 25

4. RATES 26

4.1 Late Fee 26

4.2 Reconnection Fee 26

4.3 Promotions 26

4.4 Intrastate Service 27

4.4.1 InterLATA Rates 27

4.4.2 Toll-Free Service Rates 28

4.4.3 Computation of Charges 28

4.5 Calling Card Services 29

4.5.1 Calling Card Calls 29

4.6 Payphone Compensation Surcharge 29

4.7 Directory Assistance 29

4.8 Directory Assistance for Hearing or Speech Impaired 29

4.9 Rates for Hearing or Speech Impaired 29

4.10 Application Periods 30

4.11 Holiday 30

Issued: March 5, 1998

By: Riccardo Ferranti
American Phone Services Corp.
11285 Elkins Road, Suite L-4
Roswell, GA 30076

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING

APR 10 1998

Boise, Idaho

TARIFF FORMAT PAGE

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. These new pages are identified in decimal format. For example, a new page added between pages 34 and 35 would be 34.1.

B. Page Revision Numbers. Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Idaho Public Utilities Commission. For example, the 4th revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods etc., the most current page number on file with the Commission is not always the tariff page in effect. User should consult the Check Page 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 of coding.

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

Issued: March 5, 1998

By: Riccardo Ferranti
American Phone Services Corp.
11285 Elkins Road, Suite L-4
Roswell, GA 30076

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING

APR 10 1998

Boise, Idaho

INTRODUCTION

This tariff ("Tariff") contains the regulations and rates applicable to the furnishing of intrastate, communications common carrier resale services by American Phone Services Corp. (hereinafter referred to as "APSC" or the "Company") between various locations in the State of Idaho.

The regulations governing the provision and use of services offered under this Tariff are set forth in Section 2. Service descriptions and rates are set forth in Sections 3 and 4, respectively.

Issued: March 5, 1998

By: Riccardo Ferranti
American Phone Services Corp.
11285 Elkins Road, Suite L-4
Roswell, GA 30076

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING

APR 10 1998

Boise, Idaho

1 TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used throughout this tariff are defined below.

Access Code

"Access Code" means a sequence of numbers that, when dialed, connect a Customer to the Carrier associated with that sequence.

Authorization Code

"Authorization Code" means a numerical code, one or more of which are assigned to a Customer to enable it to access the Services provided by the Company and to identify the Customer for billing purposes.

Automatic Number Identification (ANI)

"Automatic Number Identification" or "ANI" refers to the calling telephone number identification forwarded to a Carrier's network by the LEC as a call is placed via Feature Group D ("Feature Group D") switched access.

Calling Card Service

"Calling Card Service" means the Calling Card Service described at Section 4.4.2 hereof.

Carrier

"Carrier" means a communications common carrier authorized by the Commission or the FCC to provide communications service to the public.

Commission

"Commission" means the Idaho Public Utilities Commission.

Credit(s)

"Credit(s)" has the meaning set forth in Section 2.19 hereof.

Credit Allowances

"Credit Allowances" has the meaning set forth in Section 2.19 hereof.

1 Technical Terms and Abbreviations (cont.)

Credit Limit

"Credit Limit" means a credit limit placed on Customer's monthly consumption of Services pursuant to Section 2.7

Customer

"Customer" means the person, firm, company, corporation, or other entity that (i) pursuant to a Service Order, orders Service(s) under this Tariff.

Day

"Day" means a period of time from 8:00 A.M. to (but not including) 5:00 P.M. Monday through Friday, as measured by local time at the location from which the call is originated.

Evening

"Evening" means a period of time from 5:00 P.M. to (but not including) 11:00 P.M., Sunday through Friday and any time during Holidays as measured by local time at the location from which the call is originated.

FCC

"FCC" means the Federal Communications Commission.

Governmental Authority

"Governmental Authority" means any judicial, administrative, or other federal, state or municipal governmental authority (including without limitation the Commission) having jurisdiction over the Company or the provision of Services hereunder.

Holidays

"Holidays" means all Company-specified holidays: New Year's Day (January 1), Independence Day (July 4), Thanksgiving Day, Labor Day and Christmas Day (December 25).

Issued: March 5, 1998

By: Riccardo Ferranti
American Phone Services Corp.
11285 Elkins Road, Suite L-4
Roswell, GA 30076

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING

APR 10 1998

Boise, Idaho

1 Technical Terms and Abbreviations (cont.)

Interruption

"Interruption" means the disruption of, or removal of a circuit from, Service such that the Service becomes unusable by User for a continuous period of thirty (30) minutes or more.

Joint User

"Joint User" means two (2) or more unaffiliated persons, firms, companies, corporations, or other entities, who are authorized by the Customer to be connected to a Service.

LEC

"LEC" means a carrier authorized by the Commission to provide service within one or more local telephone exchanges.

Local Access and Transport Area ("LATA")

"Local Access and Transport Area" or "LATA" means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a LEC provides communications services.

Minimum Service Period ("MSP")

"Minimum Service Period" ("MSP") means the minimum period of time during which Customer takes Service ordered under Service Orders under this Tariff.

Night/Weekend ("N/Wkd")

"Night/Weekend" ("N/Wkd") means a period of time from 11:00 P.M. to (but not including) 8:00 A.M. Monday through Friday, any time on Saturday, and all day Sunday except 5:00 P.M. to (but not including) 11:00 P.M., as measured by local time at the location from which the call is originated.

Other Providers

"Other Providers" means any carriers or other service providers, whose services or facilities are connected to the Services.

1 Technical Terms and Abbreviations (cont.)

Performance Failure

"Performance Failure" means any disruption, degradation, or failure of Service, including without limitation any Interruption (but excluding Scheduled Interruptions), any installation failure or delay, or any mistake, delay, omissions, errors or other defects in the Services or in the provision thereof.

Regulation(s)

"Regulation(s)" means any and all law(s), rule(s), regulation(s) (including without limitation those set forth in this Tariff), order(s), policy or policies, ruling(s), judgment(s), decree(s) or other determination(s) which are made by the Commission or by any other Governmental Authority or which arise under any federal, state, or local statute, utility code, or ordinance, and which are applicable to the Services or to any provision of this Tariff.

Resale Tariffs

"Resale Tariffs" means the tariffs of an Underlying Carrier.

Scheduled Interruption

"Scheduled Interruption" means an Interruption which has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.

Service(s)

"Service(s)" means the Company's communications common carrier service(s) provided under this Tariff.

Service Order

"Service Order" means a Company designated form used from time to time by Customer for ordering Services hereunder.

TDD

"TDD" means a Telecommunications Device for the Deaf.

1 Technical Terms and Abbreviations (cont.)

Termination (Terminate)

"Termination" (or "Terminate") means discontinuance of (to discontinue) Service, either at Customer's request, or by the Company in accordance with Regulations.

Third Party Billing Companies

"Third Party Billing Companies" means, collectively, any clearinghouses, LECs, Other Providers, credit card companies or other third parties who bill Customers for Services on the Company's behalf.

Underlying Carriers

"Underlying Carrier(s)" means the Carrier(s) whose services are resold by the Company pursuant to this Tariff.

User

"User" means (i) a Customer, or (ii) any person, firm, company, corporation, or other entity who is authorized by the Customer to use Service under this Tariff.

2 RULES AND REGULATIONS

The Company is a reseller of regulated, intrastate, communications common carrier services. The Services described in Section 3 of this Tariff are provided by the Company pursuant to applicable Resale Tariffs which are on file with, and have been approved for resale by, the Commission.

2.1 Undertaking of the Company

- 2.1.1 The Company shall exercise its best efforts to provide Services to Users between any and all points described herein pursuant to the terms and conditions set forth in this Tariff.
- 2.1.2 Services ordered by Customers under Service Orders will be made available for Users' use as soon as practicable after the Company's receipt of said Service Order. In the event of a conflict or inconsistency between the terms of a Service Order and those of this Tariff, the latter shall govern.
- 2.1.3 The Company reserves the right (i) to discontinue or temporarily suspend Services to or from a location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to the Company; and (ii) to block Services to any User location or to any Authorization Code, without any liability whatsoever, in the event that the Company detects or reasonably suspects either (a) fraudulent or unlawful use of the Services at or by means of said location or Authorization Code, or (b) consumption of Services in excess of the applicable Credit Limit.

Issued: March 5, 1998

By: Riccardo Ferranti
American Phone Services Corp.
11285 Elkins Road, Suite L-4
Roswell, GA 30076

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING

APR 10 1998

Boise, Idaho

2.2 Responsibility and Use

- 2.2.1 Services may be used by Users for any lawful purpose, subject to the terms and conditions set forth herein and in any applicable Service Order. Subject to the limitations and conditions set forth in this Tariff, Services are available for use twenty-four (24) hours per day, seven (7) days per week.
- 2.2.2 Customer is solely responsible for (i) prevention of unauthorized, unlawful or fraudulent use of or access to Services; and (ii) administration and non-disclosure of any Authorization Codes provided by Company to Customer.

2.3 Billing and Payments

- 2.3.1 Charges for Services will be billed to Customer on a monthly (30 day) basis, in arrears, based on the User's actual usage.
- 2.3.2 All amounts stated on each monthly invoice are due and payable immediately upon Customer's receipt thereof.
- 2.3.3 Except as otherwise limited by Regulation, Customer shall be responsible for payment of all charges, whether authorized or not, for any and all use of or access to Services provided to Users, including without limitation any unauthorized, unlawful or fraudulent use or access.
- 2.3.4 Except as otherwise provided herein, the Company, at its sole option, may Terminate Services in the event Customer fails to pay any invoice within thirty (30) calendar days after the due date stated thereon, subject to five (5) business days' prior written notice and to any other applicable Commission Regulation. Termination of Services by the Customer or the Company for any reason whatsoever will not relieve Customer of its payment obligations hereunder for all Service charges incurred by Customer through the date of Termination.

2.3.5 Third Party Billing

The Company may engage one or more Third Party Billing Companies to bill Customers for Services provided hereunder, subject to any and all applicable Regulations, including without limitation any applicable interest and late payment charges; provided, however, dispute resolution procedures for any disputed charges billed by Third Party Billing Companies will at all times be subject to the Commission's Regulations.

2.4 Taxes

All federal, state, and local excise, sales, use and similar taxes, shall be billed by the Company as separate line items on Customer's invoice, and except as set forth in Section 3.1.3, are not included in any quoted rates described or contained in this Tariff.

2.5 Deposits

The Company will not collect deposits from its Customers.

2.6 Advance Payments

The Company may, at its sole option and discretion, require that any Customer having a history of late payments for the Services or whose credit history either is unsatisfactory (in the Company's sole opinion) or is not established to the Company's reasonable satisfaction to make advance payments from time to time for future consumption of Services. The amount of each such advance payment will not exceed sixty (60) days actual or estimated charges. The Company may, at its sole option and discretion, accept personal guarantees, bank letters of credit or surety bonds in lieu of an advance payment. Advance payments will be applied to charges for Services in the same manner as other payments. A customer may be required to continue to make advance payments in accordance with this Section 2.6 until such time as its credit worthiness is established to the Company's reasonable satisfaction.

2.7 Credit Limit

The Company may, at its sole discretion, set a Credit Limit for any Customer's consumption of Services for any monthly period. The Company will provide the Customer written notice of any such Credit Limit upon initiation of Service under this Tariff.

2.8 Call Blocking

Notwithstanding any other provision of this Tariff, the Company may block calls which (i) are made to certain countries, cities, or central office ("NXX") exchanges, or (ii) make use of certain Authorization Codes, as the Company, in its sole opinion and discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Services.

2.9 Indemnification by Customer

2.9.1 Customer shall defend, indemnify and hold the Company harmless from any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, arising from or in connection with:

2.9.1.A libel, slander, obscenity or indecency resulting from or associated with any use of the Services provided to any User hereunder;

2.9.1.B infringement of any patent, copyright, trademark, trade name or trade secret arising from: (i) the transmission of any material transmitted (a) by any User or (b) by any other person using the Services provided to any User, User location, or Authorization Code; or (ii) from the combination of User's use of Services with CPE or with other User-provided facilities or services; and

2.9.1.C except as otherwise provided by applicable Regulation, any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Users.

2.10 Customer Premises Equipment ("CPE")

CPE attachment by the User is permitted under this Tariff. The Customer is responsible for ensuring that all such attached CPE must conform to the FCC's registration requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and the Company may discontinue the provision of Services to any location where CPE fails to conform to such Regulations.

2.11 Transmission

The Services are suitable for the transmission of voice, data, or other communications only to the limited extent set forth in the Resale Tariffs.

2.12 Interconnection

- 2.12.1 The Services may be connected with services or facilities of Other Providers subject to any technical limitations applicable to the latter; provided, however, Service furnished by the Company is not part of a joint undertaking with any Other Provider.
- 2.12.2 Customer shall be solely responsible for all expenses and for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with Other Providers' facilities, including, without limitation, all licenses, permits, right-of-way, and other arrangements necessary for such interconnection.

2.13 Interruption

The Company, without incurring any liability whatsoever, may make Scheduled Interruptions at any time (i) to ensure compliance by the Customer or User with Regulations (including without limitation the provisions of this Tariff), (ii) to ensure proper installation and operation of the Customer's and such Other Provider's equipment and facilities, (iii) to prevent fraudulent use of or access to the Services, or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Services hereunder.

Issued: March 5, 1998

By: Riccardo Ferranti
American Phone Services Corp.
11285 Elkins Road, Suite L-4
Roswell, GA 30076

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING

APR 10 1998

Boise, Idaho

2.14 Discontinuation

Notwithstanding any other provision of this Tariff, the Company may at its sole option and discretion Terminate Service without incurring any liability therefor whatsoever, subject to (i) no less than five (5) business days prior written notice or such other notice period required by Regulation, and (ii) to any applicable Regulations, for any of the following reasons:

- 2.14.1 by order of a Governmental Authority;
- 2.14.2 in the event of any unlawful, unauthorized or fraudulent use of or access to the Services, including without limitation violation of the provisions of this Tariff or of any other Regulations by the Customer, by any User or by any other person;
- 2.14.3 the use of Services in excess of a Customer's Credit Limit (if any) or Customer's failure to make an advance payment (if so required) for Services provided hereunder; or
- 2.14.4 Customer's provision of false or misleading information in its Service Order or in any other document delivered by Customer to the Company.

2.15 Restoration of Services

The Company shall restore any Terminated Services in accordance with Regulations, including but not limited to charging the Customer a reconnection fee as set forth in Section 4.2.

2.16 Disclaimer

The Company will have no liability whatsoever to User, to its employees, agents, subcontractors, or assignees, or to any other person (i) for damages arising out of any Underlying Carriers' Performance Failure, (ii) for any act or omission of any third party furnishing equipment, facilities or service to any User in connection with this Tariff or with the Services, or (iii) for any act or omission of any Other Provider, User, or third party related to the use or provision of Services hereunder.

THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR OR IN CONNECTION WITH THE PROVISION OF SERVICES HEREUNDER.

2.17 Limitation of Liability

- 2.17.1 Except as caused by its willful misconduct or negligence, the Company's liability with respect to any action, claim, judgment, damages, demands, liability or expense (including without limitation reasonable attorney's fees) (i) brought or incurred by any User or any other party in connection with the installation, provision, preemption, termination, maintenance, repair or restoration of Service or (ii) arising from any Performance Failure, will in no event exceed an amount equal to the Service charges incurred by User for the month during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due User as Credits or Credit Allowances pursuant to the provisions of Section 2.19 hereof.
- 2.17.2 To the fullest extent permitted by any applicable Regulation, the Company's liability for negligence will also be limited to the amounts described in Section 2.17.1 hereof.
- 2.17.3 To the fullest extent permitted by any applicable Regulation, the Company's liability for gross negligence will also be limited to the amounts described in Section 2.17.1 hereof.

Issued: March 5, 1998

By: Riccardo Ferranti
American Phone Services Corp.
11285 Elkins Road, Suite L-4
Roswell, GA 30076

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING

APR 10 1998

Boise, Idaho

2.17 Limitation of Liability (cont.)

- 2.17.4 In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision or use of Services hereunder.
- 2.17.5 Except as caused by its willful misconduct or negligence, the Company will not be liable for defacement of or damages to Users' premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services, or from the installation or removal of any facilities, equipment or wiring associated therewith. Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Users' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed an agent or employee of the Company in this undertaking.
- 2.17.6 Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Tariff will be deemed waived if not brought or made in writing within sixty (60) days from the date that the alleged act or omission occurred.
- 2.17.7 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.

2.18 Indemnification

Subject to the limitations of liability set forth in Section 2.17 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, resulting from injury to or death of any person (including injury to or death of their employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such injury, death, loss or damage was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, or on the part of its agents, employees, subcontractors or assignees, in connection with the provision or use of the Services. The indemnifying party under this Section 2.18 shall defend the other at the other's request against any such action, liability, claim or demand. The party seeking indemnification under this Section 2.18 must notify the other promptly of written claims or demands for which the indemnifying party is responsible hereunder. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

Issued: March 5, 1998

By: Riccardo Ferranti
American Phone Services Corp.
11285 Elkins Road, Suite L-4
Roswell, GA 30076

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING

APR 10 1998

Boise, Idaho

2.19 Credits and Credit Allowances

2.19.1 Credits ("Credit(s)") to the Customer's fixed charges, if any, for Interruptions (other than Scheduled Interruptions or Interruptions caused by Other Providers for which a Credit Allowance is due the Company as described in Section 2.19.2 hereof) which (i) exceed in the aggregate twenty-four (24) hours per month, (ii) are directly caused by the Company, and (iii) are not due to the negligence or willful misconduct of the User, its employees, subcontractors, agents, or assignees, will be applied to Customer's account with the Company. Such Credits are to be calculated by multiplying the fixed monthly, recurring rate (if any) for the affected Service by the ratio that the number of hours the Interruption bears to 720 hours. (For the purpose of this computation, each month is deemed to have 720 hours.) An Interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until such time as the Interruption is cured. Each Interruption is to be considered separately for the purpose of this calculation and is to be rounded to the nearest hour.

2.19.2 In the event of an Interruption caused by Other Providers for which a credit or allowance ("Credit Allowance") becomes due to the Company, the Company shall apply such Credit Allowance to Customer's account, less an administration fee of twenty dollars (\$20.00), subject to the Company's collection of such Credit Allowance from the Other Provider obligated to provide same. In no event will the Company be obligated to credit Customer any amounts in excess of any Credit Allowance allocable to Customer's Interruption(s) which the Company receives from the Other Provider. Any other provision of this Section 2.19 notwithstanding, Company will have no obligation to apply any credit to Customer's account for Interruptions caused by an Other Provider for which no Credit Allowance is due the Company. In no event will the Company be responsible for payment or collection of any Credit Allowances due any User by any Other Provider.

2.19 Credits and Credit Allowances (cont.)

2.19.3 Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.19; for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the fact, for example, that the Customer does not incur any fixed recurring monthly charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services prior to the expiration of the Minimum Service Period.

2.20 Minimum Service Period

The Minimum Service Period will be for the term specified in Customer's Service Order, which term must be no less than thirty (30) days. This MSP shall automatically renew for subsequent terms of equal duration. Either the Company or the Customer may elect not to renew any MSP by written notice to the other no later than thirty (30) days prior to the expiration date of said MSP. Where the MSP is for a term of one (1) year or longer, the Company will advise the Customer, orally or in writing, prior to the renewal period, of the rates, terms and conditions applicable to the automatic renewal if the Customer takes no action.

2.21 Compliance

The Company and Customer shall (and Customer shall cause User to) comply with all Regulations.

2.22 Force Majeure

The Company is excused from any Performance Failure due to causes beyond its reasonable control, including but not limited to acts of God, fire, floods, other catastrophes, insurrections, national emergencies, wars, labor disputes, or any Regulations or other directive, action or request of any Governmental Authority.

Issued: March 5, 1998

By: Riccardo Ferranti
American Phone Services Corp.
11285 Elkins Road, Suite L-4
Roswell, GA 30076

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING

APR 10 1998

Boise, Idaho

2.23 Customer Premises

Customer shall provide, without cost to Company, all equipment, space, conduit, and electric power required to terminate the Services at the User's premises. The Customer shall arrange for the Company, or for other Carriers as required, to have access to the User's premises at all reasonable times for purposes of Service installation, Termination, inspection and repair. Customer shall be solely responsible for any damage to or loss of Company equipment while on the premises of User, unless such damage is caused by the negligence or willful misconduct of the Company, its employees, subcontractors or agents.

2.24 Full Force and Effect

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

2.25 Cooperation

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

2.26 Governing Law

This Tariff shall be governed by and construed in accordance with the rules and orders of the Commission and the laws of the State of Idaho.

2.27 Operator Services

The Company does not provide operator services. All operator assisted calls, including collect calls, calling card calls, credit card calls, person-to-person calls, third party calls, and other related operator services will be routed to the Company's Underlying Carrier.

