

NOSVA LIMITED PARTNERSHIP
d/b/a CierraCom Systems
Administrator of Tariffs
4380 Boulder Highway
Las Vegas, NV 89121
Issued: May 31, 2001

Idaho Price List

Original Page 1

Effective: June 11, 2001

TITLE SHEET

LONG DISTANCE TELECOMMUNICATIONS PRICE LIST

OF

NOSVA LIMITED PARTNERSHIP
d/b/a CIERRACOM SYSTEMS

Issued by:
Tariff Administrator
4380 Boulder Highway
Las Vegas, NV 89121

This price list, filed with the Idaho Public Utilities Commission, contains the rates, terms and conditions applicable to the Resale Telecommunications Services provided by NOSVA Limited Partnership d/b/a CierraCom Systems within the state of Idaho.

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING

JUN 11 2001

Boise, Idaho

CHECK SHEET

Pages 1 through 80, inclusive, of this price list are effective as of the date shown. Original and revised pages, as named below, contain all changes from the original price list that are in effect on the date thereon, except as otherwise noted.

<u>Page</u>	<u>Revision Number</u>	<u>Page</u>	<u>Revision Number</u>
1	Original	41	First Revised
2	Twenty Second Revised*	42	First Revised
3	Original	43	Original
4	First Revised	44	Original
5	Original	45	First Revised
6	Original	46	First Revised
7	Original	47	First Revised
8	Original	48	First Revised
9	Original	49	First Revised
10	Original	50	Original
11	Original	51	Original
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13	Original	53	First Revised
14	Original	54	First Revised
15	Original	55	Fourth Revised
16	Original	55.1	Second Revised
17	Original	56	Original
18	Original	57	Fourteenth Revised
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30	First Revised	70	Original
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33	First Revised	73	Original
34	First Revised	74	Original
35	First Revised	75	Original
36	First Revised	76	Original
37	First Revised	77	Original
38	First Revised	78	Original
39	First Revised	79	Original
40	First Revised	80	Fifth Revised*

*Denotes pages included with this filing.

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SYMBOLS

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

C - Changed regulation.

D - Delete or discontinue.

I - Change Resulting in an increase to a customer's bill.

M - Moved from another tariff location.

N - New

R - Change resulting in a reduction to a customer's bill.

T - Change in text or regulation.

Z - Administrative Error

(N)

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PRICE LIST FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the IPUC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet 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 price list filing is made with the IPUC, an updated Check Sheet accompanies the price list filing. The Check Sheet lists the sheets contained in the price list, with a cross-reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by as asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)

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Application of Price List

This price list contains the regulations and rates applicable to the provision of intrastate resale common carrier communications service by NOSVA Limited Partnership d/b/a CierraCom Systems within the State of Idaho.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to a NOSVA Limited Partnership d/b/a CierraCom Systems switching center or point of presence.

Account Codes - Optional, customer defined digits that allow the customer to identify the individual user, department or client associated with a call.

Authorized User - A person, firm, corporation, or any other entity authorized by the customer to utilize the Company's service.

Bill Second - One-sixtieth of a minute.

Business Day - 9:00 a.m. to 4:00 p.m., Monday through Friday.

Call Duration Charges - Company's charges for the time duration of a call determined by adding the charges tariffed for Minimum and Incremental Call Units only, excluding charges for non-transport (non-usage) charges (see Equivalent Call Unit definition, below). The total of Minimum and Incremental Call Units equal total call duration (time).

Call Unit (CU) - The basic unit by which calls are rated based on a uniform mathematical factor of 6, that is, for purposes of calculating call charges for recovery of Company's transport and non-transport costs, a call unit is uniform at 6 subject to minimum values at 18, 30, and 60 as specified in this tariff. There are four types of call units - Minimum (MCU), Incremental (ICU), Equivalent (ECU), and Total (TCU), as defined herein.

Cents Per Minute (CPM) - The term and acronym of reference used to identify Company's charges for minimum and incremental call duration, that is, those charges associated only with Minimum and Incremental Call Unit(s), in any rate plan and/or promotion which excludes, exempts, or waives charges for non-transport (non-usage) charges (see Equivalent Call Unit definition, below).

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Cents Per Minute of Usage (CPMU) - The term and acronym of reference used to identify Company's charges for minimum and incremental call duration, that is, those charges associated only with Minimum and Incremental Call Unit(s) whenever a rate plan or promotion also includes non-transport (non-usage) charges (see Equivalent Call Unit definition, below).

Company or Carrier - NOSVA Limited Partnership d/b/a CierraCom Systems unless otherwise clearly indicated by the context.

Commission - The Idaho Public Utilities Commission.

Customer or End User - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Equal Access - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, customers presubscribe their telephone line(s) to their preferred interLATA carrier.

Equivalent Call Unit (ECU) - The Call Unit, expressed in dollars and/or cents or decimal fractions thereof, applied pursuant to this tariff to recover the non-transport (non-usage) costs incurred by Carrier in providing service.

Equivalent Call Unit Value - An Equivalent Call Unit's "value" is equal to the tariffed charge for an Incremental Call Unit in dollars and/or cents or decimal fractions thereof as set forth in this tariff.

Holidays - The Company observes the following holidays: New Years Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Incremental Call Unit (ICU) - The Call Unit, expressed in dollars and/or cents or decimal fractions thereof, applied pursuant to this tariff to recover the transport (usage) costs of the incremental duration of a call and measured in 6, 30, 60, or other increments of Bill Seconds as specified herein.

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

Minimum Call Unit (MCU) - The Call Unit, expressed in dollars and/or cents or decimal fractions thereof, applied pursuant to this tariff to recover the transport (usage) costs of the initial or minimum duration of a call and measured in 6, 15, 18, 30, 60, or other increments of Bill Seconds as specified herein.

Minute of Use (MOU) - A minute of call usage (transport) measured by the total of applicable Call Units as defined herein.

Minimum Period - The minimum periods of time for which charges are incurred or to which billing time is rounded to meet the minimum billing period provided in this tariff expressed as Call Units.

Non-Business Day - 4:01 p.m. to 8:59 a.m., Monday through Friday, and all day Saturday and Sunday.

Non-Transport Costs - Company's costs incurred to render service other than the underlying transport of a call and synonymous with "non-usage."

Special Access Origination - Where originating access between the customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the end user.

Switched Access Origination - Where originating access between the customer and the interexchange carrier is provided on local exchange company Feature Group circuits. The cost of switched Feature Group access is billed to the interexchange carrier.

Total Call Units (TCU) - The total number of applicable Call Units (Minimum, Incremental, Equivalent) billed in whole numbers and fractionally in tenths (e.g., .3, 1.2, and so forth) used to determine the charges necessary to recover the Carrier's transport and non-transport costs incurred in providing services pursuant to this tariff.

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

Transport Costs - Company's costs incurred to transport a call from the time of connection to disconnection, and synonymous with the terms "usage" and "duration."

Usage Increments - Increments of use measured in Bill Seconds (up to a maximum of 1200 Bill Seconds) as specified in this tariff by which the Equivalent Call Units applicable to a completed call are determined and applied.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purposed of rating calls.

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SECTION 2 - RULES AND REGULATIONS

2.1 Application of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate long distance resale telecommunications services between points within the State of Idaho.
- (A) The Company may, from time to time, offer various enhanced services and information services within the State of Idaho. Such services will be provided pursuant to contract and will not be governed by this tariff.
- (B) The Company may also, from time to time, offer switching and/or transmission to other telecommunications carriers, for resale to such companies' customers. The rates for any such services will be determined pursuant to contract, and Section 4 of this Tariff will not apply thereto.
- 2.1.2 The services of the Company are not part of a joint undertaking with any other telecommunications entity, but do involve the resale of the Intrastate Long Distance Message Toll Services (MTS) of underlying common carriers.
- 2.1.3 The rates and regulations contained in this tariff apply only to the services furnished by the 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 the Company.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.2 Use of Services

- 2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 The Company does not undertake to transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.2.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff in compliance with the rules and regulations of the Idaho Public Utilities Commission and paragraph 2.5.1 of this tariff.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 Liability of The Company

- 2.3.1** The Company's liability for damages arising from any failure of service shall not exceed an amount equivalent to the proportionate charge to the customer for the period during which the failure occurs.
- 2.3.2** The Company shall be indemnified and saved harmless by any customer, user or by any other entity against claims for libel, slander or the infringement of copyright arising from the material transmitted over its services; and against all other claims arising out of any act or omission of a customer or of any other entity in connection with the services provided by the Company.
- 2.3.3** The Company is not liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with the services of the Company.
- 2.3.4** Acceptance by the Commission of the liability provisions contained in this tariff does not constitute its determination that the limitation of liability imposed by the Company should be upheld in a court of law, but the recognition that, as it is the duty of the courts to adjudicate negligence claims and rights to recover damages, therefore, so it is the duty of the courts to determine the validity of exculpatory provisions of this tariff.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 Liability of The Company (cont'd)

2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any customer, user or other entity from any and all loss, claims, demands, suits, or other action or any liability whatever, whether suffered, made, instituted, or asserted by any customer, user or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any customer, user or any other entity or any other property whether owned or controlled by the customer, user or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the customer, user or others or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of facilities or equipment provided by the Company which is not the direct result of the Company's negligence.

2.3.6 The Company shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 Liability of the Company (Cont'd)

2.3.7 RESERVED FOR FUTURE USE.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.4 Responsibilities of the Customer

- 2.4.1** The customer is responsible for placing any necessary orders; for complying with tariff regulations; and for assuring that users comply with tariff regulations. The customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the customer to Authorized Users. The customer is responsible for the payment of charges for all calls originated at the customer's premises utilizing the Company's services.
- 2.4.2** The customer is responsible for charges incurred for special construction and/or special facilities which the customer requests and which are ordered by the Company on the customer's behalf.
- 2.4.3** If required for the provision of the Company's services, the customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.4.4** The customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the customer when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.4 Responsibilities of the Customer (cont'd)

2.4.5 The customer shall ensure that the equipment and/or system is properly interfaced with the Company facilities or services, that the signals emitted into the Company network are of the proper mode, bandwidth, power, and signal level for the intended use of the customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices.

If the customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to the Company equipment, personnel, or the quality of service to other customers, the Company may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the customer's service.

2.4.6 The customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the customer, users, or others, by improper use of the services, or by use of equipment provided by the customer, users, or others.

2.4.7 The customer must pay for the loss through theft of any the Company equipment installed at customer's premises.

2.4.8 The customer is responsible for payment of the charges set forth in this tariff.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.4 Responsibilities of the Customer (cont'd)

2.4.9 The customer is responsible for compliance with the applicable regulations set forth in this tariff.

2.5 Cancellation or Interruption of Services

2.5.1 The Company may discontinue service without incurring liability in accordance with and following proper notice pursuant the conditions summarized below:

- (A) With ten days written notice to the customer for noncompliance with utility or commission rules and regulations after a reasonable effort has been made to induce compliance.
- (B) Without prior notice when a dangerous condition exists on the customer's or applicant's premises. The Company must immediately notify the customer of the reason(s) service was disconnected and the corrective action necessary for service restoral.
- (C) With fifteen days written notice when a customer or applicant refuses or neglects to provide reasonable access to the premises.
- (D) The Company is not required to furnish service to any applicant when such applicant is indebted to the Company until such applicant pays the indebtedness.
- (E) Service may be discontinued or refused if the customer or applicant does not comply with state, municipal or other codes, rules and regulations applying to such service.
- (F) With five (5) days written notice (separate from the bill) for nonpayment of bills. The Company must make a reasonable effort to induce the customer to pay and shall not cut-off service before twenty (20) days after the mailing of the original bill.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5 Cancellation or Interruption of Services (cont'd)

(G) Without notice for illegal use or theft of service pursuant to the rules and regulations of the Idaho Public Utilities Commission.

2.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of customer and Company equipment and services and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

2.6 Contested Charges

Customer complaints and contested charges will be handled in accordance with the rules and regulations of the Idaho Public Utilities Commission. For consideration of any disputed charge, a user must submit in writing, in person or by telephone, to the Company, within 3 years of the date the bill is issued, the call details and the basis for any requested adjustment. The Company will promptly investigate and advise the user as to its findings and disposition, and their right of appeal to the Idaho Public Utilities Commission. Any undisputed charges must be paid on a timely basis.

2.7 Deposits

The Company does not require a deposit from the customer.

2.8 Taxes

All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are billed as separate line items and are not included in the quoted rates.

2.9 Late Payment Charge

The Company will assess a late payment charge equal to 1.5% for any past due balance that exceeds thirty days. The late payment penalty will be assessed only once on each monthly bill for services and the penalty will not be applied to unpaid previous penalties.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.10 Customer Inquiries and Complaints

2.10.1 Customer inquiries regarding service or billing may be made in writing or by telephone to COMPANY's Customer Service Department at the following address: NOSVA Limited Partnership 4380 Boulder Highway, Las Vegas, NV 89121.

2.10.2 Any unresolved disputes may be directed to the attention of the Idaho Public Utilities Commission, 472 W. Washington Street, Boise, ID 83792 or dial toll free (800) 432-0369.

2.10.3 Reserved for Future Use

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.11 General Customer Eligibility Requirements

Company offers service to all persons and/or entities which meet the following general eligibility requirements. Additional eligibility requirements may apply for specific services and will be described and prescribed in the sections of this tariff applicable to each service offering based on specific eligibility requirements in addition to those following.

2.11.1 Non-Payment of Charges

At any time within the two years prior to ordering service from Company, customer may not have had its account with another telecommunications service provider canceled for non-payment of charges.

2.11.2 Timely Payment of Charges

At any time within the twelve (12) months prior to ordering service from Company, customer may not have had any history of late payment charges for services provided by another telecommunications service provider.

2.11.3 No History of Delinquencies

Presently, or at any time during a previous service period with Company or any commonly-owned telecommunication service provider, Customer may not have had or have any delinquencies in payment of applicable charges.

2.11.4 Creditworthiness

Prior to and at all times during service terms, customer must have and maintain credit worthiness determined to be satisfactory to Company in its sole and absolute discretion.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.12 Service Cancellation, Discontinuance and Termination

Subject to and to be construed consistent with section 2.5, preceding, and under applicable circumstances as set forth following, Company's services may be canceled, temporarily or permanently discontinued or terminated without liability of any kind to customer or any third party. Company's right to cancel, discontinue and/or terminate a service or services applies equally to and/or may in Company's discretion be limited to new orders for or modifications to existing service, new service orders, modifications of services yet to be commenced or other service circumstances.

2.12.1 Definitions

A service or services are considered "canceled" when the Company determines not to provision service prior to commencement of that service.

A service or services are considered to be "temporarily discontinued" when Company determines to suspend service or services for a period of time during which the causes underlying the suspension of service are investigated to determine whether a service or services may be reinstated consistent with this tariff and/or applicable law and/or regulation. Temporary discontinuances may not exceed thirty days, unless good cause is shown. At the end of the applicable period of temporary discontinuance, e.g., 30 days, service must be reinstated according to the original terms and conditions applicable to said service or services as set forth in this tariff.

A service or services are considered to be "permanently discontinued" when Company is unable to determine within the applicable period of temporary discontinuance that the service or services cannot be reinstated according to the original terms and conditions applicable to said service or services as set forth in this tariff.

A service or services are considered "terminated" when Company ceases to provision the service or services for a customer or class of customers or determines that offering the service or services is no longer warranted because customer demand for the service or services has fallen below the level needed to maintain the service or services on a cost effective or operationally practical basis or both.

2.12.2 Cancellation

2.12.2.1 A specific service or any combination of multiple services may be canceled if Company determines the customer's service profile does not meet the eligibility requirements applicable to the service or services under this tariff. Company will provide written notice of the cancellation in accordance with the Idaho Public Utilities Commission's Customer Service Rules.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.12 Service Cancellation, Discontinuance and Termination (Cont'd)

2.12.2 Cancellation (Cont'd)

2.12.2.2 A specific service or any combination of multiple services may be canceled if Company determines that the customer has a history of late payments, payment delinquencies, a poor credit rating, or a history of disputed billings with Company or other telecommunications service providers. Company will provide written notice of the cancellation in accordance with the Idaho Public Utilities Commission's Customer Service rules.

2.12.2.3 A specific service or any combination of multiple services may be canceled if Company determines that the customer's representative did not have the authority to order the service or services, fails to provide proof satisfactory to Company that such authority was delegated to the person claiming to represent the customer, or Company determines by any means that the person misrepresented his or her authority on behalf of customer. Company will provide written notice of the cancellation in accordance with the Idaho Public Utilities Commission's Customer Service rules.

2.12.3 Temporary Discontinuance

2.12.3.1 A specific service or any combination of multiple services may be temporarily discontinued if Company determines that circumstances exist which if shown to be true would cause the continuation of the service or services to violate any term or provision of this tariff, any applicable law or regulation, or result in unlawful, abusive, fraudulent, or harassing use or an invasion of another's privacy. Company will provide reasonable advance written notice in accordance with the Idaho Public Utilities Commission's Customer Service rules of any temporary discontinuance; provided that Company may institute a temporary discontinuance without prior notice when Company determines such action is necessary in the public interest, to avoid a possible violation of law, this tariff, or governing regulations or in any circumstance where the rights of a third party may be threatened with substantive harm or damage.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.12 Service Cancellation, Discontinuance and Termination (Cont'd)

2.12.3 Temporary Discontinuance (Cont'd)

2.12.3.2 A specific service or any combination of multiple services may be temporarily discontinued upon written notice in accordance with the Idaho Public Utilities Commission's Customer Service rules if Company determines that a customer's monthly usage exceeds or is projected in any of the next three succeeding billing cycles to exceed customer's estimated usage provided prior to commencement of service by \$500, and customer, having been notified of its unexpected level of usage, and requested to provide specific security for payment of charges, fails to confirm in writing customer's acknowledgment and agreement to the tariffed charge applicable to customer's service or services and provide Company, in Company's sole discretion, subject to compliance with state law and regulation, with either a deposit or an advance payment as duly tariffed herein, in any case, such deposit or advance payment must be provided Company by wire transfer pursuant to banking instructions provided by Company.

2.12.3.3 A specific service or any combination of multiple services may be temporarily discontinued upon written notice in accordance with the Idaho Public Utilities Commission's Customer Service rules if Company determines that customer's most recent payment was remitted without sufficient funds to cover the then outstanding charges and any arrearage, and customer, having been notified of its insufficient funds, fails to confirm in writing customer's acknowledgment and agreement to the tariffed charges applicable to customer's service or services and provide Company, in Company's sole discretion, subject to compliance with state law and regulation, with either a deposit or an advance payment as duly tariffed herein.

2.12.3.4 A specific service or any combination of multiple services may be temporarily discontinued upon written notice in accordance with the Idaho Public Utilities Commission's Customer Service rules if customer has not paid the charges for services rendered within thirty (30) days of invoice date and Company determines that customer has or will refuse to pay the invoiced tariffed charges other than for legitimate unresolved disputes about the charges. For purposes of this section, legitimate disputes over charges do not include -

2.12.3.4.1 Disputes arising from Company's billing and collection of government imposed surcharges, fees, assessments, taxes or other similar charges for which Company is not the originator;

2.12.3.4.2 Disputes arising from Company's bill presentation format;

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.12 Service Cancellation, Discontinuance and Termination (Cont'd)

2.12.3 Temporary Discontinuance (Cont'd)

- 2.12.3.4.3 Disputes arising from Company's rate structure;
- 2.12.3.4.4 Disputes arising from any cause not related to miscalculations of charges for services rendered; disputes over the services themselves as to quality, reliability, or "as ordered" correctness; and/or
- 2.12.3.4.5 Customer's dispute of the correctness of Company's determination to reject customer's original "legitimate" dispute of Company's charges.

2.12.4 Permanent Discontinuance

A specific service or any combination of multiple services may be permanently discontinued if Company is unable to determine within the applicable period of temporary discontinuance as provided for in section 2.12.3.4, preceding, that the service or services may be reinstated according to the original terms and conditions applicable to said service or services as set forth in this tariff; or the causes giving rise to the temporary discontinuance in the first instance have not been resolved permitting reinstatement of service on the terms and conditions applicable prior to temporary discontinuance of service. Company will provide prior written notice of permanent discontinuance within a reasonable time, not to exceed five (5) business days once Company determines permanent discontinuance is required.

2.12.5 Termination

A specific service or any combination of multiple services may be terminated if Company determines to cease provisioning the service or services for a customer or class of customers for cause. For purposes of this section, "cause" is defined as follows:

- 2.12.5.1 The circumstances giving rise to Company's determination to cancel, temporarily discontinue or permanently discontinue a service or any combination of multiple services are determined by Company to be immune to positive changes or improvement.
- 2.12.5.2 The offering of the service or services is no longer warranted because customer demand for the service or services has fallen below the level needed to maintain the service or services on a cost effective or operationally practical basis or both.

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING

JUN 11 2001

Boise, Idaho