

TITLE PAGE

FRANCE TELECOM CORPORATE SOLUTIONS L.L.C.

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL EXCHANGE COMMUNICATIONS SERVICES
WITHIN THE STATE OF IDAHO**

Applicable in Idaho State

Issued: April 6, 2005

Issued by: Jean-Sebastien Falisse, Treasurer
France Telecom Corporate Solutions L.L.C.
2300 Corporate Park Drive, Mailstop SPO604
Herndon, VA 20171

Effective: April 17, 2005

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING

APR 17 2005

Boise, Idaho

CHECK SHEET

The Title Page and pages listed below of this Price List are effective as of the date shown. Revised pages contain all changes from the original Price List that are in effect as of the date indicated.

<u>Page</u> <u>No.</u>	<u>Number of</u> <u>Revision</u>	<u>Page</u> <u>No.</u>	<u>Number of</u> <u>Revision</u>	<u>Page</u> <u>No.</u>	<u>Number of</u> <u>Revision</u>	<u>Page</u> <u>No.</u>	<u>Number of</u> <u>Revision</u>
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ALL PAGES ARE ORIGINAL.

* New or Revised Page.

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TABLE OF CONTENTS

TITLE PAGE..... 1

CHECK SHEET..... 2

TABLE OF CONTENTS..... 3

EXPLANATION OF NOTES 4

PRICE LIST FORMAT 4

Section 1 - PRELIMINARY STATEMENT, APPLICABILITY AND AVAILABILITY 6

Section 2 - GENERAL RULES AND REGULATIONS..... 7

Section 3 - CONNECTION CHARGES 31

Section 4 - SERVICES AND RATE STRUCTURE 32

Section 5 - SUPPLEMENTAL SERVICES 45

Section 6 - RESIDENTIAL NETWORK SWITCHED SERVICES..... 46

Section 7 - SPECIAL SERVICES AND PROGRAMS..... 47

Section 8 - SPECIAL ARRANGEMENTS..... 52

Section 9 - LOCAL CALLING AREAS 53

Section 10 - EXPLANATION OF TERMS 54

Section 11 - BILLING AND COLLECTION..... 58

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EXPLANATION OF NOTES

- (C) To signify a changed regulation.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase in a rate.
- (M) To signify material relocated from or to another part of Price List schedule with no change in text, rate, rule, or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (T) To signify change in wording of text but no change in rate, rule or condition.

PRICE LIST FORMAT

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 Price List. When a new Page is added between Pages already in effect, a decimal point is added. For example, a new Page added between Pages 14 and 15 would be 14.1.

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 Commission follows in their Price List approval process, the most current Page number on file with the Commission is not always the Price List page in effect.

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PRICE LIST FORMAT (CONT'D)

Paragraph Numbering Sequence – There are six levels of paragraph coding. Each level is subservient to its next higher level:

- 1.
- 1.1
- 1.1.1
- 1.1.1(a)
- 1.1.1(a)1.
- 1.1.1(a)1.(a)
- 1.1.1(a)1.(a)(i)

Check Sheets – When a Price List filing is made with the Commission, an updated check page accompanies the Price List filing. The check sheet lists the pages contained in the Price List, 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 (*). The Price List user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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SECTION 1 - PRELIMINARY STATEMENT, APPLICABILITY AND AVAILABILITY**1.1 PRELIMINARY STATEMENT**

This Price List sets forth rates and rules of France Telecom Corporate Solutions L.L.C. ("FTCS" or the "Company") applicable to its provision of resold competitive local exchange service, including within the State of Idaho.

This Price List sets forth the service offerings, rates, terms and conditions that apply to resold local exchange telecommunications service provided by Company to business customers within the State of Idaho. The Company does not provide residential local exchange services at this time. This Price List applies only for use of services provided by Company for communications between points within the State of Idaho, including use of Company's services to complete an end-to-end intrastate communication.

The rates and rules contained herein are subject to change pursuant to the rules and regulations of the Commission.

1.2 APPLICABILITY

This Price List applies to resold local exchange telephone service between points in Idaho. Such service is provided 24 hours per day, seven days per week. Service is offered using the facilities of the LEC and may be offered in combination with resold services provided by other certificated carriers. Service is provided subject to the availability and economic feasibility of necessary service, equipment and facilities.

1.3 AVAILABILITY

The Company offers this service in the service areas in which it has been certified by the Idaho Public Utilities Commission and in which the Company has available required network facilities or is able to lease required network facilities to enable the offering of local service. Only Customers which have subscribed to Company's interstate and international services pursuant to an agreement with the Company may apply for the service offerings contained in this Price List. Interstate and international services are subject to the jurisdiction of the Federal Communications Commission ("FCC").

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SECTION 2 - GENERAL RULES AND REGULATIONS**2.1 USE OF FACILITIES AND SERVICE****2.1.1 Limitation of Service, Equipment or Facilities**

- a. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Price List. The Company may decline applications for Service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing Service in accordance with the terms of this Price List.
- b. The Company reserves the right to discontinue or limit Service when necessitated by conditions beyond its control. Examples of these conditions are more fully set forth elsewhere in this Price List or when Service is used in violation of the provisions of this Price List or the law.
- c. The Company does not undertake to generate content messages, but offers the use of its Service when available. As more fully set forth elsewhere in this Price List, the Company shall not be liable for errors in transmission or for failure to establish connections.
- d. The Company reserves the right to discontinue Service, limit Service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing Service, as determined by the Company in its reasonable judgment.
- e. The furnishing of Service under this Price List is subject to the availability on a continuing basis of all the necessary facilities and/or equipment. FTCS may decline applications for service to or from a location where the necessary facilities or equipment are not available. FTCS also reserves the right to make changes to equipment, service components, and/or network configurations as may be required. FTCS may discontinue furnishing Service in accordance with the terms of this Price List.

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)**2.1 USE OF FACILITIES AND SERVICE (CONT'D)****2.1.1 Limitation of Service, Equipment or Facilities (Cont'd)**

- f. FTCS reserves the right to deny service to any person or entity: (A) who, in FTCS's judgment, presents an undue risk of nonpayment, refuses to comply with the deposit requirements set forth in this Price List, or does not pass a credit check; or (B) if FTCS believes that the person's or entity's use of the Service would violate the provisions of this Price List or any applicable law or regulation, or if any applicable law or regulation restricts or prohibits provision of the Service to that person or entity; or (C) if FTCS determines in its sole discretion that facilities are not available to provide the Service; or (D) if FTCS determines in its sole discretion that any order for Service, letter of authorization and/or third party verification is not in conformance with any applicable law or regulation; or (E) the Service requested has been discontinued; or (F) if an order for the Service may be denied under the terms of any carrier, switched or independent sales representative agreement.
- g. Service may be discontinued by FTCS, at any time and without notice to its Customers, by blocking traffic to or from certain cities, NXX exchanges, or individual telephone stations, by blocking call origination for FTCS's services, or by blocking calls using certain Customer authorization codes and/or access codes, when FTCS deems it necessary to take such action to prevent unlawful and/or unauthorized use of its services. In addition, FTCS may take any of the foregoing actions in the case of actual or anticipated non-payment for its service. In order to control fraud, FTCS may refuse to accept Calling Card, Collect Calling, and/or Third Party calls which it reasonably believes to be unauthorized or invalid and/or may limit the use of these billing options to or from certain areas within the State of Idaho.

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.1 USE OF FACILITIES AND SERVICE (CONT'D)

2.1.1 Limitation of Service, Equipment or Facilities (Cont'd)

- h. FTCS reserves the right to refuse to provide service to or from any location where it has not ordered access facilities, installed network interconnections, or the necessary facilities and/or equipment are not available, acceptable, or justifiable. FTCS also reserves the right to make changes to equipment, service components, and/or network configurations as may be required.
- i. The provision of service will not create a partnership or joint venture between FTCS and the Customer nor result in joint service offerings to their respective authorized users.
- j. Use of Service Mark
 - 1. No Customer shall use any service mark or trademark of the Company or refer to Company in connection with any product, equipment promotion, or publication of the Customer without the prior written consent of the Company.

2.1.2 Limitations on Liability

- a. The liability of FTCS for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of FTCS, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, maintaining, restoring, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this Price List (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)**2.1 USE OF FACILITIES AND SERVICE (CONT'D)****2.1.2 Limitations on Liability (Cont'd)**

- b. In no event shall FTCS or any of its affiliates be liable to Customer, its customers or any of their affiliates under this Price List for any loss of profit or revenue or for any incidental, consequential, indirect, punitive or similar or additional damages incurred or suffered as a result of incorrect or defective transmissions, or any direct or indirect consequences thereof, while using the Services, performance, non-performance, termination, breach, or other action or inaction, on the part of FTCS, under this Price List, even if Customer advises FTCS of the foreseeability, possibility, likelihood, probability or certainty of such loss or damage.
- c. When the services or facilities of other entities are used separately or in conjunction with FTCS's facilities or equipment in establishing connection to points not reached by FTCS's facilities or equipment, FTCS shall not be liable for any act or omission of such other entities or their agents, servants or employees. FTCS shall not be liable for any act or omission of vendors supplying equipment to Customer nor for claims regarding the performance of such vendor supplied equipment.
- d. FTCS shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond its reasonable control as determined by FTCS. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, unavailability of rights-of-way or materials, or preemption of existing service to restore service in compliance with the decisions, rules, regulations and orders of the Commission or any other federal, international, state, or local governmental agency or authority.

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)**2.1 USE OF FACILITIES AND SERVICE (CONT'D)****2.1.2 Limitations on Liability (Cont'd)**

- e. FTCS shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, the Customer's agents, or Authorized Users, or by facilities or equipment provided by the Customer. FTCS shall not be liable for any act or omission by any entity furnishing to the Company or to the customer facilities or equipment used for or with the services the Company offers. The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at the premises of the Company. The Company shall not be liable for the performance of said vendor or vendor's equipment.
- f. FTCS does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous, or otherwise unsuitable for such equipment. Customers and Authorized Users indemnify and hold FTCS harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any party or persons, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer, Authorized User, 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 such equipment so used.
- g. The Company is not liable for any defacement of or damage to the premises of a Customer or end-user (or authorized or joint user) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of the gross negligence or willful misconduct on the part of the agents or employees of the Company.

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.1 USE OF FACILITIES AND SERVICE (CONT'D)

2.1.2 Limitations on Liability (Cont'd)

- h. 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.
- i. 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.
- j. 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 service.
- k. 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 AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- l. THE INCLUDED EXCULPATORY 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.

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)**2.1 USE OF FACILITIES AND SERVICE (CONT'D)****2.1.2 Limitations on Liability (Cont'd)**

- m. The Customer and any authorized or joint users, jointly and severally, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability for patent infringement arising from (1) combining with, or using in connection with facilities the Company furnished, facilities the Customer, Authorized User, or joint user furnished, or (2) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control and from all other claims, loss, damage, expense (including attorneys' fees and court costs), or (3) liability arising out of any commission or omission by the Customer, Authorized User, or joint user in connection with the Service. In the event that any such infringing use is enjoined, the Customer, Authorized User, or joint user, at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer, Authorized User, or joint user, shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such slander, libel, infringement, or other claims.
- n. The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1". Customer agrees to advise its users that as to Company's data services, the "9-1-1" emergency dialing does not connect to the local public safety answering point.

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)**2.1 USE OF FACILITIES AND SERVICE (CONT'D)****2.1.3 Service Connections and Facilities on Customer's Premises**

- a. All Service 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.
- b. Customer shall allow Company continuous access and right-of-way to Customer's premises to the extent reasonably determined by the Company to be appropriate to the provision and maintenance of services, equipment, facilities and systems relating to this Price List.
- c. 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 Price List. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- d. 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 the Customer 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.
- e. Title to all facilities provided by Company, including Terminal Equipment, shall remain with the Company. The operating personnel and the electric power consumed by such equipment on the premises of the Customer shall be provided by and maintained at the expense of the Customer.
- f. 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 it.

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.1 USE OF FACILITIES AND SERVICE (CONT'D)

2.1.3 Service Connections and Facilities on Customer's Premises (Cont'd)

- g. 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 imposed on Company-provided equipment and wiring by connection shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons.
- h. 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 Price List, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Price List 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 of; or
 - 2. the reception of signals by Customer-provided equipment.

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SECTION 2 - GENERAL RULES AND REGULATIONS (CONT'D)

2.1 USE OF FACILITIES AND SERVICE (CONT'D)

2.1.3 Service Connections and Facilities on Customer's Premises (Cont'd)

- i. Company is solely responsible for operating Company-provided equipment. In the event that Customer attempts to operate any Company-provided equipment without first obtaining Company's written approval, in addition to any other remedies of Company for a breach by Customer of Customer's obligations hereunder, Customer shall pay Company for any damage to Company-provided equipment caused or related to Customer's improper operation of Company-provided equipment upon receipt by Customer of a Company invoice therefor. In no event shall Company be liable to Customer or any other person for interruption of the Service or for any other loss, cost or damage caused or related to Customer's improper use of Company-provided equipment.
- j. Customer agrees to allow Company to remove all Company-provided equipment from Customer's premises:
 1. upon termination, interruption or suspension of the Service in connection with which the equipment was used; and
 2. for repair, replacement or otherwise as Company may determine is necessary or desirable.

At the time of such removal, such equipment shall be in the same condition as when delivered to Customer or installed on Customer's premises, normal wear and tear only excepted. Customer shall reimburse Company for the unamortized cost of any such equipment in the event the foregoing conditions are not met.

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