

REGULATED LOCAL EXCHANGE SERVICE

LCI INTERNATIONAL TELECOM CORP.

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO REGULATED LOCAL EXCHANGE SERVICE
WITHIN THE STATE OF IDAHO

NOTES REGARDING THIS ILLUSTRATIVE TARIFF OF
LCI INTERNATIONAL TELECOM CORP. ("LCI"):

1. This tariff is for illustrative purposes only and is subject to change.
2. Rates and comprehensive service descriptions cannot be included in this tariff until LCI has completed its inter-connection negotiations with the incumbent local exchange carriers.
3. Unless otherwise noted in LCI's application for local service authority, the services contained in this illustrative tariff shall be offered, subject to the terms and conditions stated in this tariff, to all customers throughout the state.

ISSUED: February 24, 1999

ISSUED BY: Carol P. Kuhnaw, Sr. Manager
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EFFECTIVE: March 26, 1999
Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING

MAR 26 1999

Boise, Idaho

REGULATED LOCAL EXCHANGE SERVICE

CHECK SHEET

The following sheets inclusive of this tariff are effective as of the date shown at the bottom of the respective sheets. Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Page</u>	<u>Revision No.</u>	<u>Page</u>	<u>Revision No.</u>	<u>Page</u>	<u>Revision No.</u>
Title Page	1st*				
1	1st*	SECTION 2 (Cont.)			
2	Original	11	Original	SECTION 4	
3	Original	12	Original	1	Original
4	Original	13	Original		
5	Original	14	Original	SECTION 5	
		15	Original	1	Original
SECTION 1		16	Original		
1	Original	17	Original	SECTION 6	
2	Original	18	Original	1	Original
3	Original				
		SECTION 3			
SECTION 2		1	Original		
1	Original	2	Original		
2	Original	3	Original		
3	Original	4	Original		
4	Original	5	Original		
5	Original	6	Original		
6	Original	7	Original		
7	Original	8	Original		
8	Original	9	Original		
9	Original	10	Original		
10	Original				

* New or Revised Page.

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TABLE OF CONTENTS

	<u>PAGE</u>
Title Page	
Check Sheet	1
Table of Contents	2
Explanation of Symbols and Abbreviations	4
Application of Tariff	5
SECTION 1 - DEFINITION OF TERMS	1
SECTION 2 - REGULATIONS	
2.1 Undertaking of the Company	1
2.1.1 Scope	1
2.1.2 Shortage of Equipment or Facilities	1
2.1.3 Terms and Conditions	2
2.1.4 Liability of the Company	3
2.1.5 Notification of Service-Affecting Activities	8
2.1.6 Provision of Equipment & Facilities	8
2.1.7 Non-routine Installation	9
2.1.8 Ownership of Facilities	9
2.2 Prohibited Uses	10
2.3 Obligations of the Customer	
2.3.1 General	10
2.4 Payment Arrangements	
2.4.1 Payment for Service	11
2.4.2 Billing and Collection of Charges	11
2.4.3 Disputed Bills	12
2.4.4 Advance Payments	12
2.4.5 Discontinuance of Service	13
2.4.6 Interest on Customer Overpayments	15

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REGULATED LOCAL EXCHANGE SERVICE

TABLE OF CONTENTS (Continued)

	<u>PAGE</u>
SECTION 2 - REGULATIONS (Continued)	
2.5 Allowances for Interruptions in Service	
2.5.1 Credit for Interruptions	16
2.5.2 Limitation on Allowances	16
2.5.3 Use of Alternative Service Provided by the Company	16
2.6 Cancellation of Service	
2.6.1 Cancellation of Application for Service	17
2.6.2 Cancellation of Service by the Customer	17
2.7 Transfers and Assignments	18
2.8 Notices and Communications	18
SECTION 3 - BUSINESS SERVICE OFFERING	
3.1 Local Exchange Service	
3.1.1 Service Area	1
3.1.2 Local Line	2
3.1.3 Local and IntraLATA Outbound Usage Rates	5
3.1.4 Local and IntraLATA Toll-Free Usage Rates	5
3.1.5 Timing of Local Exchange Calls	6
3.2 Directory Assistance	7
3.3 Directory Listings	8
3.4 Emergency Services	10
3.5 Presubscriptions-2 (PIC-2)	10
3.6 Vanity Telephone Numbers	10
SECTION 4 - PROMOTIONAL OFFERINGS	1
SECTION 5 - INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS	1
SECTION 6 - RESIDENTIAL SERVICE OFFERING (service currently not available)	1

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

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

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

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REGULATED LOCAL EXCHANGE SERVICE

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications service by LCI International Telecom Corp. to customers within the local exchange service area defined herein.

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REGULATED LOCAL EXCHANGE SERVICE

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Account Codes

Allows a Customer to allocate local calls to a 4-digit, verified and non-verified account code.

Advanced Payment

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

Answer Supervision

Answer Supervision must be provided when an LCI service offering is connected to switching equipment or a customer-provided communications system. The customer's equipment or system must provide answer supervision so that the measure of chargeable time begins upon the delivery of the customer's call to the switching equipment or to the equipment connected to the communications system and ends upon termination of the call by the calling party. If a customer's communications system fails to promptly return to LCI an idle (on-hook) state upon completion of the call, the customer will be responsible for all charges that result up until the time the customer's communication system signals LCI's network that the call has been terminated or until such time that LCI's own system terminates the call.

Authorized User

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

Business Service

A switched network service that provides for dial Station Communications origination for which the subscriber pays a rate that is described as a business or commercial rate.

Class of Service (COS)

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

Commission

Idaho Public Utilities Commission.

Company

LCI International Telecom Corp., a Delaware corporation, which is the issuer of this tariff.

Customer

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

Dial Pulse (DP)

The pulse type employed by rotary dial Station sets.

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SECTION 1 - DEFINITIONS (Continued)

Direct Inward Dialing (DID)

A service attribute that routes incoming calls directly to Stations, by-passing a central answering point.

Dual Tone Multi-Frequency (DTMF)

The pulse type employed by tone dial Station sets.

Individual Case Basis

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

Joint User

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

LATA (Local Access Transport Area)

A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange carrier provides communications services.

Local Calling

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

Local Exchange Carrier

A company that furnishes exchange telephone service.

Mbps

Megabits, or millions of bits, per second.

Most Idle Trunk Selection (MIDL)

MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

Multiple Appearance Directory Numbers

A directory number that is assigned more than once to one or more Proprietary Business Sets.

Multi-Frequency (MF)

An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Non-Recurring Charges

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

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SECTION 1 - DEFINITIONS (Continued)

Off-Hook

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

On-Hook

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

Presubscription-2 (PIC-2)

An arrangement whereby a Customer may select and designate to the Company an Interexchange Carrier it wishes to access, without an access code, for completing intraLATA toll calls. The selected Interexchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC-2). InterLATA Presubscription is offered pursuant to LCI FCC Tariff No. 2.

Public Utilities Commission (PUC)

Idaho Public Utilities Commission.

Recurring Charges

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

Service Commencement Date

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

Service Order

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

Services

The Company's telecommunications services offered on the Company's network.

Shared Facilities

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

Station

Telephone equipment from or to which calls are placed.

Trunk

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

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REGULATED LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

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

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

2.1.2 Shortage of Equipment or Facilities

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

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REGULATED LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (Continued)

2.1 Undertaking of the Company (Continued)2.1.3 Terms and Conditions

- 2.1.3.1 Except as otherwise provided herein, service is provided on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.
- 2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff.
- 2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
- 2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Idaho without regard for the State's choice of laws provision.
- 2.1.3.5 The Customer has no property right to the Telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, when the Company can demonstrate that it has good cause to do so.

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REGULATED LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (Continued)

2.1 Undertaking of the Company (Continued)2.1.4. Liability of the Company

- 2.1.4.1 The liability of the Company for damages arising out of the furnishing of its Service, including but not limited to mistakes, omissions, interruption, delay, or errors, or other defects, representations, or use of these services or damages arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6, below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, lost profits, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2.1.4.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damage associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.
- 2.1.4.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.1.4.4 The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of common carriers or warehousemen.

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SECTION 2 - REGULATIONS (Continued)

2.1 Undertaking of the Company (Continued)2.1.4. Liability of the Company (Continued)

- 2.1.4.5 The Company shall not be liable for any damages or losses due to the fault of negligence of the Customer or due to the failure of malfunction of Customer-provided equipment or facilities.
- 2.1.4.6 The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation; failure to operate, maintenance, removal, condition, location, or use of installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to such installations.
- 2.1.4.7 The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.
- 2.1.4.8 Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss of damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others, All other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.
- 2.1.4.9 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no such action or proceeding against the Company; for other than billing related issues, shall be commenced more than one year after the service is rendered.

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REGULATED LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (Continued)

2.1 Undertaking of the Company (Continued)2.1.4 Liability of the Company (Continued)

- 2.1.4.10 The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.1.4.11 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- 2.1.4.12 The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.
- 2.1.4.13 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, or materials and supplies, for interconnection of the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

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REGULATED LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (Continued)

2.1 Undertaking of the Company (Continued)

2.1.4 Liability of the Company (Continued)

2.1.4.14 With respect to Emergency Number 911 Service:

- (a) This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- (b) The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.
- (c) See Section 3.1 for additional information.

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REGULATED LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (Continued)

2.1 Undertaking of the Company (Continued)2.1.4 Liability of the Company (Continued)

- 2.1.4.15 The Company's liability arising from errors or omissions in Directory Listings, other than charged listing, shall be limited to the amount of actual impairment of the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.
- 2.1.4.16 In conjunction with a non-published telephone number, as described in Section 3.4.5.3, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
- 2.1.4.17 When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service, upon request of such governmental authority. By subscribing to service under this tariff Customer acknowledges and agrees with the release of information as described above.
- 2.1.4.18 In conjunction with the Busy Line Verification and Interrupt Service as described in Section 3.3.2, the Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.
- 2.1.4.19 The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.
- 2.1.4.20 Approval of limitation of liability language by the Idaho PUC does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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SECTION 2 - REGULATIONS (Continued)

2.1 Undertaking of the Company (Continued)

2.1.5 Notification of Service-Affecting Activities

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

2.1.6 Provisions of Equipment and Facilities

2.1.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to an Customer.

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

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 8180 Greensboro Drive, Suite 800
 McLean, Virginia 22102

EFFECTIVE:
 Idaho Public Utilities Commission
 Office of the Secretary
ACCEPTED FOR FILING

JUN 18 1998

Boise, Idaho

REGULATED LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (Continued)

2.1 Undertaking of the Company (Continued)

2.1.7 Non-routine Installation

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

2.1.8 Ownership of Facilities

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

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SECTION 2 - REGULATIONS (Continued)

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company the Customer. No allowance for interruptions in service will be made for the period during which services is interrupted for such purpose.

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SECTION 2 - REGULATIONS (Continued)

2.4 Payment Arrangements

2.4.1 Payment for Service

The Customer is responsible for payment of all charges for services furnished by the Company to the Customer or its Joint or Authorized Users. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company non-recurring charge is specific, those charges may be passed on to the Customer.

2.4.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

2.4.2.1 All service, installation, monthly recurring, and non-recurring charges are due and payable upon receipt. Recurring charges which are fixed in amount and not dependent on usage are billed in advance. Non-recurring charges are payable when the service for which they are applied has been made available.

2.4.2.2 The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which such service is provided.

2.4.2.3 For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rated basis. For this purpose every month is considered to have 30 days.

2.4.2.4 Amounts not paid after the 31st day from the date of invoice will be considered past due. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within 8 mailing days after written notice or 5 days after personal delivery thereof and to make such payments in cash or the equivalent of cash.

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SECTION 2 - REGULATIONS (Continued)

2.4 Payment Arrangements (Continued)

2.4.3 Disputed Bills

If the Customer and the Company are unable to resolve a disputed bill to their mutual satisfaction, the Customer may file a complaint with the Idaho Public Utilities Commission; at the following address, in accordance with the PUC's rules of procedure:

Idaho Public Utilities Commission
472 West Washington Street
Boise, ID 83702
1-800-432-0369

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

The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.4.4 Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed any amount equal to the non-recurring charge(s) and two month's charges for the service to facility. In addition, where special constructions is involved, the Advance Payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set by the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill.

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