

**NORLIGHT TELECOMMUNICATIONS, INC.**

**TELEPHONE TARIFF**

**FILED WITH THE**

**IDAHO PUBLIC UTILITIES COMMISSION**

April 18, 1997

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**APR 28 1997**

Boise, Idaho

Check Sheet

The title page and pages 1 through 47 inclusive of this Tariff are effective as of the dates shown. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

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Robert E. Rogers  
Norlight Telecommunications, Inc.  
275 North Corporate Drive  
Brookfield, WI 53045-5818

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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EXPLANATION OF SYMBOLS

- C - to signify changed regulation.
- D - to signify discontinued rate or regulation.
- I - to signify a rate increase.
- M - to signify matter relocated without change.
- N - to signify a new rate or regulation.
- R - to signify a rate reduction.
- S - to signify reissued matter.
- T - to signify a change in text but no change in rate or regulation.
- Z - to signify a correction.

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1. Application of Tariff

This Tariff contains the regulations and rates applicable to the provision of Interexchange IntraLATA and InterLATA telecommunications services by Norlight Telecommunications, Inc. (hereafter referred to as NTI or the Company), between and among points within the state of Idaho as specified herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions.

2. Definitions

Certain terms used generally throughout this Tariff, particularly those for interexchange common carrier communications channels furnished by NTI are defined below:

Access Coordination

The design, ordering, installation, coordination, pre-service testing, service turn-up and maintenance of a Company provided Local Access Channel.

Administrative Change

A change in Customer billing address or contact name.

Application for Service

A standard Company order form which includes all pertinent billing, technical and other descriptive information which will enable the Company to provide a communication service as required.

Access Service Request (ASR)

An order placed with Local Access Provider for Local Access.

Accounting Codes

Accounting codes, verified and un-verified, are unique numbers assigned to groups of users to provide for the ability to track calling patterns. This gives NTI the ability to provide customized, useful management reports to the Customer. Additionally, a verified accounting code will allow for Customer-regulated, restricted user access to the long distance services purchased by the Customer.

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2. Definitions - (cont'd)

Authorization Code

A numerical sequence which enables a customer to access the carrier and which is used by the Company to identify the Customer for billing purposes.

Authorized User

A person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Bandwidth

The total frequency band, in hertz, allocated for a channel.

Bill Date

The date which appears on the Customer invoice.

Central Office

A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel or Circuit

A dedicated communications path between two or more points having a bandwidth or Transmission Speed specified in this Tariff and selected by a Customer.

CIR (Committed Information Rate)

The amount of guaranteed minimum throughput (in terms of number of bits) on a PVC. CIR is defined by the amount of kbps purchased per PVC.

Company

Norlight Telecommunications, Inc.

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2. Definitions - (cont'd)

Customer

The person, firm, corporation or governmental unit which orders Service and which is responsible for the payment of charges and for compliance with Company Tariff regulations. The Company offers only one class of service to all customers.

Customer Premises/Customer's Premises

Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

Customer Provided Equipment

Telecommunications terminal equipment that is located at the customer's premises.

Customer Provided Facilities

All communications facilities provided by the Customer and/or authorized user other than those provided by NTI.

Dedicated Access/Special Access

Channels between the Customer's Premises or serving wire center and the Company's Point-of Presence.

Dedicated 800 Service

A service whereby an inbound call is terminated to the Customer via a dedicated access facility, which can be provided by either the Customer or the Company, from a Company-designated point of presence to the Customer. Includes 800- and 888- numbers.

Dedicated Outbound Service

A service provided by the Company that the Customer subscribes to and accesses via a dedicated access facility provided by either the Customer or the Company, between the Customer's location and a Company-designated outbound point of presence for the purpose of originating a call from a Customer location.

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2. Definitions - (cont'd)

DS-0

Digital Signal Level 0 Service is a 64 Kbps signal.

DS-1

Digital Signal Level 1 Service, is a 1.544 Mbps signal.

DS-3

Digital Signal Level 3 Service, is a 44.736 Mbps signal.

Due Date

The date on which a customer's payment for invoiced service is due.

FCC

Federal Communications Commission.

Frame Relay Service

A high speed service, utilizing digital technology and statistical multiplexing to enable users to allocate bandwidth to applications as needed, up to the maximum bandwidth purchased, rather than assigning fixed channels to specific applications.

Frame Relay Access Port

The physical entry point for access to the frame relay network. At the port, the Customer can allocate bandwidth to applications as needed at customer designated transmission speeds. NTI provides two types of frame relay access ports, UNI based and NNI based.

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2. Definitions - (cont'd)

Individual Case Basis (ICB)

Provision of service in situations where complex Customer-specific arrangements are required to satisfactorily serve the Customer. The nature of such Service requirements makes it difficult or impossible to establish general Tariff provisions for such circumstances. When it becomes possible or practicable for the Company to determine general terms and conditions for such offerings, they will be offered pursuant to such terms and conditions. Rates for service offered on an ICB will be structured to recover the Company's cost of providing service. Terms of specified ICB contracts will be made available to the Commission upon request on a proprietary basis.

Installation

The connection of a circuit, dedicated access line, or port for new, changed or an additional Service.

Interruption

A condition whereby the Service or a portion thereof is inoperative, beginning at the time of notice by the Customer to NTI that such Service is inoperative and ending at the time of restoration.

Inter Office Channel

An Inter Office Channel (IOC) is a channel on an NTI facility from NTI POP to NTI POP. At that point the channel can be terminated, connected to another IXC, the Customer, or the LEC.

Interexchange Carrier Service (IXC)

Service provided by a Carrier between Local Exchange Carrier Exchange units.

Kbps

Kilobits per second.

Local Access

The Service between a Customer's Premises and an NTI designated Point-of-Presence.

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2. Definitions - (cont'd)

Local Access Provider

An entity providing Local Access.

Local Access Transport Area (LATA)

A geographical area established for the provision and administration of communications service, as provided for in the Modification of Final Judgement (MFJ), the consent decree between GTE Corporation and the Department of Justice, and any further modification thereof.

Local Exchange

A unit established by the Local Exchange Carrier for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. An exchange consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. As used in this Tariff, the term, "Exchange", is similar with "local calling" area.

Local Exchange Carrier (LEC)

Any telephone company that has been granted a certificate of Public Convenience and Necessity by a State Commission which provides local exchange telephone service to Customers.

Mbps

Megabits per second

Mileage Determination

Where mileage is used for rate determination purposes, calls are measured from the rate center of the Subscriber's terminal or switch location to the rate center of the destination of the call. The distance between the rate centers of the Subscriber's switch and the destination point is calculated by using the vertical ("V") and horizontal ("H") coordinates found in AT&T Tariff FCC No. 10, in the following manner. Step 1 - Obtain the V and H coordinates for the Subscriber's switch and the destination point. Step 2 - Obtain the difference between the V coordinates of each of the rate centers. Obtain the difference between the H coordinates of each of the rate centers. Step 3 - Square the differences obtained in Step 2. Step 4 - Add the squares of the V difference and H difference obtained in Step 3. Step 5 - Divide the sum of the squares obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results

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2. Definitions - (cont'd)

Mileage Determinatino (cont'd.)

from the division. Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the rate centers.

Multiplexing

The sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Services for more efficient facility capacity usage, or vice versa.

NNI (Network to Network Interface)

A frame relay access point where the user connects to NTI's frame relay network from another frame relay network.

Nonrecurring Charges

One-time charges.

Other Common Carrier

A common carrier, other than NTI, providing domestic or international communications service to the public.

Payment Method

The manner in which the Customer is authorized to pay charges for the Company's Services.

Points of Presence

Points of Presence (POP) are sites where the Company provides an interface between facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to NTI.

Premises

A building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

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2. Definitions - (cont'd)

PVC (Permanent Virtual Circuit)

A unidirectional logical channel from one frame relay port to another frame relay port. Multiple PVCs can originate and terminate on a single frame relay access port. A duplex PVC carries data to and from the designated ports.

Rate Center

A specified geographical location used for determining mileage measurements.

Reseller

A customer which resells the Company's transmission service for profit.

Restore

To make Service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

Service

Service means any or all Service(s) provided pursuant to this Tariff.

Service Commitment Period

The term elected by the Customer and stated on the Service order during which NTI will provide the Services subscribed to by the Customer.

Special Promotional Offerings

Special trial offerings, discounts, or modifications of its regular service offerings which the Company may, from time to time, offer to its Customers for a particular Service. Such offerings may be limited to certain dates, times, and locations.

Subscriber

The person, firm, partnership, corporation, or other entity which owns, leases, or manages the telecommunications facilities from which a Customer places a call utilizing the services of the Company.

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2. Definitions - (cont'd)

Switched Services

Switched services consists of the Company's voice service offerings as described in Section 5 and can be either outbound from the Customer or inbound to the Customer.

Switched 800 Service

A service whereby an inbound call is terminated to the Customer via a local line which line can be used for both local and long distance calling.

Switched Outbound Calling

A service provided by the Company that the Customer subscribes to and accesses by dialing 1+ the desired telephone number. This call utilizes feature group D, Company-controlled local access facilities in conjunction with the Customer's existing business lines, to originate a call from a Customer location.

UNI (User to Network Interface)

A frame relay access port where the user connects directly to NTI's frame relay network.

Travel Card

Customers access the use of their travel card through an 800- number which allows them to complete intrastate calls from any point in Iowa to any point in Iowa. Charges for these calls will be billed to a certain Company-issued calling card number which will appear on the Customer's monthly bill.

V & H Coordinates

Vertical and horizontal grid coordinates.

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3. General Regulations

3.1 Service Description

(a) Interexchange intraLATA and interLATA telecommunications service is the furnishing of NTI services for communications between specified locations between and among points within the state of Idaho under the terms of this Tariff.

(b) NTI, when acting at the customer's request, and as the customer's authorized agent, will make reasonable efforts to arrange for service requirements which may include terminal equipment, circuit conditioning or Equal Access Dialing.

(c) NTI will offer intraLATA and interLATA broadband services suitable for high-speed data, interactive video and other customized services requested by Idaho customers.

3.2 Interconnection with Other Common Carriers

NTI reserves the right to interconnect its Services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services concurrently with its own facilities for the provision of Services offered herein.

3.3 Undertaking of NTI

The Company undertakes to provide its interexchange intraLATA and interLATA telecommunications services between and among points within the state of Idaho in accordance with the terms and conditions set forth in this Tariff and the rules and regulations of the FCC and the requirements of the Communications Act of 1934, as amended. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for error in transmission or for failure to establish connections.

3.4 Use of Service

Customers are prohibited from and by their acceptance of service agree not to use the Services furnished by NTI for any unlawful purpose or for any purpose prohibited under the provisions of any regulatory order.

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3. General Regulations - (cont'd)

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

(a) The liability of NTI, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff, including but not limited to mistakes, omissions, interruptions, delays, errors or other defects in transmission occurring after service activation and during the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to Customer for the period of service during which such mistakes, occur and continue. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon NTI.

(b) Under no circumstances whatever shall NTI or its officers, agents, or employees be liable for indirect, incidental, special or consequential damages, except to the extent that such damages arise from their gross negligence or willful misconduct.

(c) NTI shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to fire, flood, or other catastrophes; Acts of God; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, or request of the United States Government, or any other government including state and local services having jurisdiction over the Company or the service provided hereunder; national emergencies; civil disorder, insurrections, riots, wars or regulations established or actions taken by any court or government agency having jurisdiction over NTI.

(d) NTI is not liable for any damage to Customer's premises or equipment arising out of the connection of any of NTI equipment or associated wiring on such premises, or from the installation or removal thereof except to the extent that such damage results from NTI's gross negligence or willful misconduct. Customer will indemnify and save and hold NTI harmless from any claims of the owner of Customer's premises or equipment, or other third party claims for such damages.

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3. General Regulations - (cont'd)

3.5 Liability of NTI - (cont'd)

(e) In the event parties other than Customer (e.g., Customer's customers) shall have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold the Company harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any defects.

(f) THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE EXCEPT AS SUCH DAMAGES ARE THE RESULT OF THE COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS WARRANTY AND THESE REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(g) The Customer may be responsible for taking all or part of the necessary legal steps for Interconnecting the Customer provided terminal equipment or facilities with the Company facilities. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

(h) With respect to the transmission of calls by the Company to public safety answering points or municipal Emergency Service providers, the Company shall not be liable for any direct, indirect, consequential, special, actual, or punitive changes which may result from damages incurred and proved by the Customer as the result of the Company's action, or failure to act, in routing or transmission of the Call, except a such damages may arise from the Company's gross negligence or willful misconduct.

3.6 Assignment

Assignment of a contract or service may be made under the following conditions:

(a). Customer of record (assignor Customer) requests such assignment or transfer in writing in accordance with paragraph (c) below and the new Customer (assignee Customer) notifies NTI in writing that it agrees to assume all outstanding obligations of the former Customer for use of NTI services. These obligations include all outstanding indebtedness for the use of NTI service. Consent to such assignment or transfer will not be unreasonably withheld.

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3. General Regulations (cont'd.)

3.6 Assignment (cont'd.)

(b) Any permitted assignment or transfer of NTI's service shall not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.

(c) Customer shall provide written notice to NTI at least forty-five (45) days prior to the effective date of any requested assignment or transfer. NTI agrees to respond to a request to assign or transfer to another Customer within thirty (30) days of receipt of notification. All terms and provisions contained in this Tariff shall apply to any assignee or transferee.

3.7 Allowance for Interruption of Service

If, for any reason, the service is interrupted or NTI fails to deliver the service, the Customer will only be charged for the service that was actually used.

3.8 Access to NTI's Interexchange IntraLATA and InterLATA Telecommunications Service

Interexchange intraLATA and interLATA telecommunications service is available to any customer subscribing to any of NTI's intrastate service offerings in any city in Idaho in which those services are offered.

(a) Where a customer subscribes to a direct connection between a customer's telephone system and NTI's point of presence, the customer may use NTI's interexchange telecommunications services by dialing the customer's PABX access code + telephone number per the North American Dialing Plan.

(b) Where a customer subscribes to NTI in an equal access converted central office, the customer may use NTI's interexchange telecommunications service by dialing 1 + the telephone number per the North American Dialing Plan.

(c) Where a customer subscribes to NTI private line point-to-point, point-to-multipoint broadband or narrowband data services, the service is subject to the availability of facilities and the provisions of this Tariff.

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3. General Regulations (cont'd.)3.9 Special Customer Arrangements

In cases where a customer requests a special or unique arrangement which may include engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this Tariff, the Company, at its option, may provide the requested services. Appropriate recurring charges and/or Nonrecurring Charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

3.10 Other Terms and Conditions

(a) The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in joint service offerings to their respective Customers.

(b) A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.

(c) The Customer shall be responsible for securing its telephone equipment against being used to place fraudulent calls using Company service. The Customer shall be responsible for payment of all applicable charges for services provided by the Company and billed to the Customer's accounts, even where those calls are originated by fraudulent means either from Customer's premises or from remote locations. In addition, the Customer shall be responsible for all calls charged by fraudulent means to Customer's calling card.

(d) If an entity other than the Company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a service, that entity's charges may, at the Company's option, be passed through to the Customer.

(e) The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any terms or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all time in full force and effect until modified in writing.

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3. General Regulations (cont'd.)

3.11 Company Provided Equipment

(a) The Customer agrees to operate any Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company's liability for interruption of Service and may make Customer responsible for damage to equipment.

(b) Customer agrees to return to the Company all Company provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

(c) The Company reserves the right to entrance for its employees, agents or contractors to the premises of the Customer, at any reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of service, removing the Company's equipment. It shall be the responsibility of the Customer to make any necessary arrangements with the owners of the premises for the entrance of the Company's employees.

3.12 Interruption of Service

(a) Credit allowances for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 3.5 herein. It shall be the obligation of the Customer or end user to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer or end user shall ascertain that the trouble is not being caused by any action or omission by the Customer within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.

(b) For purposes of credit computation, every month shall be considered to have 720 hours.

(c) No credit shall be allowed for an interruption of a continuous duration of less than two hours.

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3. General Regulations (cont'd.)

3.12 Interruption of Service

(d) The customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

$$\text{Credit} = A/720 \times B$$

"A" - Outage time in hours

"B" - Total monthly charge for affected facility

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4. Payment and Credit Regulations

4.1 Payment of Charges

(a) The Customer is responsible for payment of all charges for Services furnished to the Customer or its joint or authorized users. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public.

(b) The Company's bills are due upon receipt. Payments not received by the Company within thirty (30) days after the invoice date will accrue interest from the date of the invoice until payment is received at the rate of one and one-half percent (1.5%) per month or the maximum allowed by applicable law, whichever is less. Each account shall be granted not less than one complete forgiveness of a late payment charge each calendar year.

(c) In the event NTI must employ the services of attorneys for collection of charges due under this Tariff, Customer shall be liable for all costs of collection including a reasonable attorney's fee, court costs and other related expenses incurred therewith.

(d) It is the intention of NTI to conform strictly to applicable laws.

(e) The Company rounds up its charges to the next nearest whole cent when the charge is 1/100th of a cent over a whole cent.

(f) Billing to the Customer shall define each call as a separate line entry on the invoice to the Customer.

(g) The Company will not bill third party or collect calls.

4.2 Security of Payment

(a) The Company reserves the right to obtain credit information and to require that all Customers establish creditworthiness to the reasonable satisfaction of the Company. Upon application for service, Customer shall be deemed to have authorized the Company to obtain such routine credit information and verification as the Company shall require in accordance with its then existing credit policies.

(b) Customers are not required to pay the Company a deposit.

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