

US South Communications, Inc.
d/b/a US South and d/b/a INCOMM
Brooks Smith, President
200 Galleria Parkway, Suite 330
Atlanta, GA 30339

Idaho Public Utilities Commission No. 1
Original Page 1

Issued: August 22, 1996
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US SOUTH COMMUNICATIONS, INC.

REGULATIONS AND SCHEDULE OF CHARGES FOR

RESALE OF COMPETITIVE INTRASTATE

TELECOMMUNICATION SERVICES

WITHIN THE STATE OF IDAHO

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING

SEP 1 - 1996

Boise, Idaho

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All the pages of this Tariff are effective as of the date shown at the top of the respective page(s).
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CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS

None

SYMBOLS

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

- C - Change in 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
- S - Matter appearing elsewhere or repeated for clarification
- T - Change in text but no change to rate or charge

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. 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.
- C. Paragraph Numbering Sequence - There are six levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1
 - 2.1.1
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- D. Check Page - When a filing is made with the Commission, an updated Check Page accompanies the filing. The Check Page lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the Check Page is changed to reflect the revision.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

For the purposes of this Tariff, the following technical terms and abbreviations will apply.

Access Line: An Access Line is a transmission line from either the LEC's or the DUC's Point-of-Presence (POP) to the Customer's Premise(s) used to transmit voice and data Calls.

Account Code: An Account Code is a code consisting of two or more digits which is available to Customers to identify individual users and thereby allocate the cost of long distance Service.

Alternate Access: Alternate Access is a form of Local Access except that the provider of the Service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such Service. The charges for Alternate Access may be subject to private agreement rather than published or special Tariff rates if permitted by applicable governmental rules.

ANI: ANI is an acronym for Automatic Number Identification.

Applicant: Applicant is any entity or individual who applies for Service under this Tariff.

Application for Service: The Application for Service is the standard Company order form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide a communication Service(s) as required.

Authorization Code: An Authorization Code is a code in numbers or letters employed to gain access to a Service.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Authorized User: An Authorized User is 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.

Business Customer: A Business Customer is a Customer whose use of the Services is for a business, professional, institutional, or occupational purpose. Any Business Customer employee who subscribes to the Service for his or her home telephone will also be classified as a Business Customer.

Call: A Call is a completed connection between the Calling Station and Called Station.

Called Station: The Called Station is the station (e.g. telephone number) called, or the terminating point of a Call.

Calling Station: The Calling Station is the station (e.g. telephone number) from which a Call originates.

CAP: CAP is an acronym for Competitive Access Provider, which is any provider of Local Access Service other than the Local Exchange Carrier.

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

Company: Company refers to US South Communications, Inc. d/b/a US South and d/b/a INCOMM.

Commission: Commission refers to the Idaho Public Utilities Commission.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Customer: A Customer is the person, firm, corporation, governmental unit or other entity which orders Service -- either for its own use, as a resale carrier, or as a non-profit manager of a sharing group --and which is responsible for the payment of charges and for compliance with this Tariff. If an entity orders Service in more than one city or requests the assignment of multiple account numbers, each such account is a separate Customer for billing purposes. The term Customer also includes an entity that (1) remains presubscribed to Company Service after its account(s) are removed from Company's billing system, and subsequently continues to use Company's Service, or (2) otherwise uses Service for which no other Customer is obligated to compensate the Company.

Customer Premise(s) / Customer's Premise(s): Customer Premise(s)/ Customer's Premise(s) locations are designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

Dedicated Access: Dedicated Access is dedicated Local Access between the Customer's Premises or serving wire center and the POP of the DUC selected by the Company's for origination and/or termination of Calls. This is also referred to as "special access."

DUC: DUC is an acronym for "Designated Underlying Carrier."

Exemption Certificate: An Exemption Certification is a written notification wherein the Customer certifies that its dedicated facility should be exempted from the monthly special access surcharge because, for example, the facility is associated with a Switched Access Service that is subject to carrier common line charges.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Installation: Installation means the connection of a Circuit, Dedicated Access line, or port, for new, changed or additional Service.

IXC: IXC stands for "Interexchange Carrier."

LATA: LATA stands for "Local Access Transport Area," which is a geographic area established for the provision and administration of communications Service as provided for in the Modification of Final Judgment and any further modification thereto.

LEC: LEC is an acronym for Local Exchange Carrier which is the serving telephone company providing local Services to subscribers.

Local Access: Local Access is the Service between a Customer's Premises and the designated POP of the DUC selected by the Company.

Local Access Provider: Local Access Provider is the entity providing Local Access.

Modification of Final Judgment: Modification of Final Judgment refers to the judicial opinion set forth at United States vs. American Telephone & Telegraph Company, 552 F. Supp. 131 (D. C. 1982).

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

NPA: NPA literally stands for Numbering Plan Area but is more commonly referred to as an area code.

NXX: NXX represents the first three digits of a Customer's telephone number.

NPA Centroid: NPA Centroid is the rating center which maybe to calculate mileage for inbound 800 Calls and travel card Calls.

PBX: PBX stands for "Private Branch Exchange".

PIC: PIC stands for "Primary IXC".

PLAN C: Services provisioned on DUC 3.

PLAN L: Services provisioned on DUC 1.

PLAN S: Services provisioned on DUC 2.

POP: POP is an acronym for Point-of-Presence. A POP may be (a) the central office of the DUC; (b) a location where the LEC or CAP hands off the traffic of the Company's Customers to the DUC; or (c) the location where the Customer's facility interconnects with the DUC.

PUC: PUC stands for Public Utilities Commission.

Rate Center: A Rate Center is a specified geographical location used for determining mileage measurements.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Reseller: Reseller denotes a Customer which resells the Company's Service(s).

Residential Customer: A Residential Customer is a Customer who subscribes to a Service for a non-business, non-trade, non-occupational, or non-professional purpose.

Restore: Restore means to make Service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the DUC(s) involved.

Route Diversity: Route Diversity is providing two Channels which are furnished partially or entirely over two physically separate routes.

Service: Service consists of any telecommunications Service provided by the Company pursuant to this Tariff.

State: State refers to State of Idaho.

Switched Access: If the Customer's location has a transmission line that is switched through the LEC or CAP to reach the network of the DUC, the access is switched.

Switched Services(s): Switched Services(s) are any Services that are described in this Tariff.

Underlying Carrier: "Underlying Carrier" refers to any interexchange carrier that provides long distance Services resold by the Company pursuant to this Tariff.

V&H: V&H stands for "Vertical and Horizontal".

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SECTION 2 - RULES AND REGULATIONS

2.1 Application of Tariff

This Tariff contains the description, regulations, and rates applicable to the intrastate interLATA and intraLATA telecommunications Services contained herein originating and terminating within Idaho under the terms of this Tariff. Services are offered subject to the availability of facilities and the terms and conditions of this Tariff. This Tariff is on file with the Commission and copies may be inspected during normal business hours at the Company's principal place of business which is located at 200 Galleria Parkway, Suite 330, Atlanta, Georgia 30339.

2.2 Limitations Of Services

- 2.2.1 Services are offered subject to the availability of facilities and/or equipment from the DUC, the Company's ability to provision the order at the time the Applicant or Customer orders Service, and the provisions of this Tariff.
- 2.2.2 The Company reserves the right to discontinue offering Services without liability, or to limit the use of Services when necessitated by conditions beyond the Company's control, or when the Customer is using Services in violation of the law or of the provisions of this Tariff.
- 2.2.3 Prior written permission from the Company and approval pursuant to Paragraph 2.14 are required before Customers may assign or transfer any Service. All regulations and conditions contained in this Tariff and all other applicable Service conditions will apply to all such permitted assignees or transferees.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations of Services (Con't)

- 2.2.4 Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, twenty four (24) hours per day. For the purposes of computing charges in this Tariff, a month is considered to have thirty (30) days.
- 2.2.5 Service will be provided until canceled by the Customer on not less than thirty (30) days' written notice from the date of postmark on the letter giving notice of cancellation.
- 2.2.6 Customer will not use the Company name or any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion or promotional material, or publication, contracts, or bills, etc. of the Customer without the express prior written approval of the Company.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations of Services (Con't)

2.2.7 Services are furnished subject to the condition that there will be no abuse or fraudulent use of the Services. Abuse or fraudulent use of Services includes, but is not limited to:

- Use of Services to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge; or
- Obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Services by rearranging, tampering with, or making connection with any Services components of the Company or of the DUC, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the charge(s) for such Services; or
- Use of the Service of the Company to send a message or messages, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another; or
- Use of Services in such a manner as to interfere unreasonably with the use of Services by one or more other Customers.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations of Services (Con't)

- 2.2.8 The Customer may not use Services provided under this Tariff for any unlawful purpose.
- 2.2.9 Any business Applicant or Business Customer is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment and refuses to comply with the deposit requirements set forth herein.
- 2.2.10 The Company, when acting at the Customer's request and, as its authorized agent, will make reasonable efforts to arrange for Service requirements such as special routing, Route Diversity, Alternate Access, or Circuit conditioning.

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of the Company

2.3.1 Conditions under which the Company may refuse or terminate Service without liability include:

- (A) For non-payment of any sum owing to the Company in accordance with Paragraph 2.12.2; or
- (B) For insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, or pre-arranged account code numbers; or
- (C) For any violation by a Customer related to the request for such Service of either the provisions of this Tariff, including but not limited to a request for deposit, or any laws, rules, regulations, or policies; or
- (D) By reason of any order or decision of a court or other governmental authority which prohibits the Company from furnishing such Service; or
- (E) If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, or Services; or

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of the Company (Con't)

2.3.1 (Con't)

- (F) Failure to meet the Company's credit extension policy; or
- (G) The Company is selling, transferring, or ending the business; or
- (H) Customer is using the Service for any other purposes than that described in this Tariff; or
- (I) Customer has suspected unauthorized or fraudulent use of Service; or
- (J) If the Customer provides false information to the Company regarding the Customer's identity, after failure of the Customer to comply with a request by the Company for reasonable security for the payment of Service; or
- (K) In the event of emergency or threatened or actual disruption of Service to other Customers; or

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (Con't)

2.3.1 (Con't)

- (L) If the Customer's use or misuse of the long distance network is for any unlawful or criminal purpose; or
- (M) If Customer refuses to allow Company reasonable access to the Customer's facilities to provision Service(s); or
- (N) If the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communication Services, or its planned use of Service(s).

In the event that the Company or the DUC learn of possible fraudulent use of any of the Company's travel card Services, the Company will make an effort to contact the Customer, but Service may be terminated or blocked without notice and without liability to the Company.

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (Con't)

2.3.2 The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to:

- Unavoidable interruption in the working of transmission facilities including but not limited to fire, explosion, vandalism, cable cut, or other similar occurrence; or
- Natural disasters such as storms, fire, flood, or other catastrophes; or
- Any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority; or
- National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties, supplier failures, shortages, breaches or delays, unlawful acts of individuals including acts of the Company's agents, contractors, and employees if committed beyond the scope of their employment, or preemption of existing Services to Restore Service in compliance with Part 64, Subpart D, Appendix A, of the FCC's rules and regulations; or

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (Con't)

2.3.2 (Con't)

- Notwithstanding anything in this Tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment.

2.3.3 With respect to the Switched Services contained herein and except as otherwise provided herein, the liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of furnishing Service hereunder and not caused by the negligence or intentional acts of the Customer will in no event exceed an amount equivalent to the initial period charge to the Customer according to this Tariff for the Call during which such mistake, omission, interruption, delay, error or defect in the course of furnishing Service hereunder occurs, except in cases of willful misconduct by the Company.

2.3.4 The Company is not liable for any act or omission of any other company or companies furnishing a portion of the Service(s) or facilities or equipment associated with such Service(s).

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Boise, Idaho

US South Communications, Inc.
d/b/a US South and d/b/a INCOMM
Brooks Smith, President
200 Galleria Parkway, Suite 330
Atlanta, GA 30339

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (Con't)

2.3.5 The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of Services when such defacement or damage is not the result of the Company's negligence. The Customer will indemnify and hold harmless the Company from any claim of the owner of the Customer's premises or other third party claims for such damages.

2.3.6 No agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be agents or employees of the Company without written authorization.

2.3.7 The Company is not liable for any damages the Customer may incur as a result of the unlawful use or use by an unauthorized person of the Company's Service(s).

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2.3.8 This Service is furnished subject to the conditions that there will be no abuse or fraudulent use of the Service. Abuse or fraudulent use of Service includes but is not limited to:

- Use of the Service of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for Service; or
- Obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Service by rearranging, tampering with, or making connection with any Service components of the DUC, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such Service; or
- Use of the Service of the Company for a message or messages, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another; or
- Use of the Service in such a manner as to interfere unreasonably with the use of the Service by one or more other Customers.

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2.3 Liabilities of The Company (Con't)

2.3.9 The Company's liability will be limited to that expressly assumed in Paragraph 2.3 hereof. The Company will not be liable for any other direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Service provided hereunder, absent a determination of willful misconduct by judicial or administrative proceedings. With respect to any Services provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and fitness for a particular purpose.

2.3.10 The Company may rely on LECs or other third parties for the performance of Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder will not be reduced by untimely Installation or non-operation of Customer provided facilities and equipment.

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2.3 Liabilities of The Company (Con't)

2.3.11 The Company will be indemnified and held harmless by the Customer against:

- (A) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of the material, data, information, or other content transmitted via Company Services(s); or
- (B) Violation by Customer of any other literary, intellectual, artistic, dramatic, musical right, or other content transmitted by the Company; or;
- (C) Violations by Customer of the right to privacy; or
- (D) Claims of patent infringement arising from combining or connecting Channels with equipment and systems of the Customer; or
- (E) Claims related to lost or stolen travel cards, except as described herein; or
- (F) Any other claims whatsoever relating to or arising from message content or the transmission thereof; or
- (G) All other claims arising out of any act or omission of the Customer in connection with Services provided by the Company; or

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2.3 Liabilities of The Company (Con't)

2.3.11 (Con't)

- (H) 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 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 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 where such Installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of the Company's negligence or willful action; or
- (I) Defacement of, or damage to, the premises of a Customer resulting from the furnishing, Installation, and/or removal of Channel facilities or the attachment of instruments, equipment, and associated wiring on or from the Customer's Premises; or
- (J) Claims arising out of the use of Services or associated equipment in an unsafe manner (such as use in an explosive atmosphere) or the negligent or willful act of any person other than the Company.

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