

NON-REGULATED LOCAL EXCHANGE SERVICE

LCI INTERNATIONAL TELECOM CORP.

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO NON-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: January 29, 1999

ISSUED BY: Carol P. Kuhnaw, Sr. Manager  
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EFFECTIVE: February 9, 1999  
Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**FEB 9 - 1999**

Boise, Idaho

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*	SECTION 2 (Cont.)			
1	1st*	6	Original		
2	Original	7	Original		
3	Original	8	Original		
4	Original	9	Original		
5	Original	10	Original		
		11	Original		
SECTION 1		12	Original		
1	Original	13	Original		
2	Original	14	Original		
3	Original	15	Original		
4	Original	16	Original		
5	Original				
6	Original	SECTION 3			
		1	Original		
SECTION 2		2	Original		
1	Original	3	Original		
2	Original	4	Original		
3	Original	5	Original		
4	Original				
5	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	6
2.1.6    Provision of Equipment & Facilities	7
2.1.7    Non-routine Installation	7
2.1.8    Ownership of Facilities	7
2.2    Prohibited Uses	8
2.3    Obligations of the Customer	
2.3.1    General	8
2.4    Payment Arrangements	
2.4.1    Payment for Service	9
2.4.2    Billing and Collection of Charges	9
2.4.3    Disputed Bills	10
2.4.4    Advance Payments	10
2.4.5    Discontinuance of Service	11
2.4.6    Interest on Customer Overpayments	13

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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	14
2.5.2 Limitation on Allowances	14
2.5.3 Use of Alternative Service Provided by the Company	14
2.6 Cancellation of Service	
2.6.1 Cancellation of Application for Service	15
2.6.2 Cancellation of Service by the Customer	15
2.7 Transfers and Assignments	16
2.8 Notices and Communications	16
SECTION 3 - BUSINESS SERVICE OFFERING	
3.1 Local Exchange Service	1
3.2 Operator Assistance	
3.2.1 Operator Assisted Surcharges	3
3.2.2 Busy Line Verification and Interrupt Service	4
3.3 Telecommunication Relay Service (TRS)	5
3.4 Management Reporting	5

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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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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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## 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.

Alternate Answering

In the event that the called telephone number is not answered within three to four rings, this feature automatically forwards incoming calls to a predetermined, dialable telephone number served by the same Central Office switch, or provides interswitch transfer to a predetermined, dialable telephone number where technically available.

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.

Automatic Callback

The telephone number associated with the last incoming call to the customer may be automatically redialed. Activation must occur before another incoming call or a call waiting indication is received by the customer.

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.

Busy Line Transfer

In the event that the called telephone number is busy, this feature automatically forwards incoming calls to a predetermined, dialable telephone number served by the same Central Office switch, or provides interswitch forwarding to a predetermined, dialable telephone number where technically available.

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## LOCAL EXCHANGE SERVICE

## SECTION 1 - DEFINITIONS (Continued)

Call Forward Busy

Automatically routes incoming calls to a designated answering point when the called line is busy.

Call Forward No Answer

Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

Call Forward Variable

Automatically routes incoming calls to a designated answering point, regardless of whether the user's Station is idle or busy.

Call Hold

Allows the Customer to hold one call for any length of time provided that neither party goes On Hook.

Call Number Delivery Blocking

Blocks the delivery of the number to the called party on a per call basis.

Call Park

Allows a Customer to "park" a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer-defined telephone numbers.

Call Pickup

Allows a Customer to answer incoming calls to another Station line within a defined call Pickup group. Call Pickup is provided as either Group Call Pickup, where the predesignated groups can pickup each other's calls by activating an access code or a feature key, or Directed Call Pickup, where any call can be retrieved by dialing a different access code followed by the extension number.

Call Screening

Allows the Customer to avoid the receipt of certain unwanted calls by programming the line to recognize and screen up to 10 different telephone numbers, whether or not the number is known. Calls from the screened numbers will be diverted to a recorded message which states that calls are not being accepted at this time.

Call Trace

Automatically traces the number of the line used for the last call received by the User.

Call Waiting

Provides the Customer with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

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## LOCAL EXCHANGE SERVICE

## SECTION 1 - DEFINITIONS (Continued)

Call Waiting Cancel

Allows a Customer to cancel the Call Waiting feature on a per call basis by dialing a specific two digit code.

Caller ID

Allows the Customer to view the telephone number of an incoming call, prior to answering the call.

Caller ID with Name

Allows the Customer to view both the listed name and the telephone number of an incoming call, prior to answering the call.

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.

Customer Control Option

There are two distinct options - one associated with Busy Line Transfer and the other with Alternate Answering. Each of these options will allow the customer to activate/deactivate the associated feature and to change the telephone number to which calls are set to forward.

Dial Pulse (DP)

The pulse type employed by rotary dial Station sets.

Direct Inward Dialing (DID)

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

Direct Connect

Allows for automatic dialing of a single fixed telephone number from an exchange line.

Distinctive Ringing

Allows the Customer to designate up to ten telephone numbers for which incoming calls will have a distinctive ring.

Dual Tone Multi-Frequency (DTMF)

The pulse type employed by tone dial Station sets.

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## LOCAL EXCHANGE SERVICE

## SECTION 1 - DEFINITIONS (Continued)

Easy Call

This feature provides for the automatic dialing of a dialable, telephone number consisting of seven or more digits in the event that the customer's line is taken off-hook and dialing does not commence within a predetermined interval, usually seven seconds.

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.

Message Waiting

This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dialtone).

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.

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LOCAL EXCHANGE SERVICE

SECTION 1 - DEFINITIONS (Continued)

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.

Multi Ring Service

Allows the customer to have as many as three telephone numbers associated with a single line. Distinctive ringing will be provided for each of the additional telephone numbers to facilitate identification of incoming calls.

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.

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.

Repeat Dialing

The telephone number associated with the last outgoing call placed by the customer may be automatically redialed. Activation must occur before another outgoing call is placed by the customer.

Recurring Charges

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

Remote Call Forwarding (RCF)

All calls dialed to a telephone number equipped for RCF are automatically forwarded to another dialable exchange or 800 Service telephone number.

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## LOCAL EXCHANGE SERVICE

## SECTION 1 - DEFINITIONS (Continued)

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.

Special Delivery Feature

When encountering a busy or don't answer condition on outgoing calls, the calling party may be automatically forwarded to a predetermined, dialable telephone number served by the same or a different Central Office switch, where facilities permit.

Speed Calling

Provides a Customer with the option to call other telephone numbers by dialing a code rather than the complete telephone number. The repertory list for such telephone numbers is available in an 8 or 30 number capacity.

Station

Telephone equipment from or to which calls are placed.

Three-Way Calling

The Customer can sequentially call up to two other people and add them together to make up a three-way call.

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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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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## 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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## 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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## LOCAL EXCHANGE SERVICE

## SECTION 2 - REGULATIONS (Continued)

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

- 2.1.4.5 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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## 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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Boise, Idaho

## 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 In conjunction with the Busy Line Verification and Interrupt Service as described in Section 3.2.2, 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.

2.1.4.15 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.

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.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (Continued)

2.1 Undertaking of the Company (Continued)

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.

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 for non basic local service provided in accordance with this tariff remains in the Company, its agents or contractors.

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LOCAL EXCHANGE SERVICE

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 for non basic local service 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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## LOCAL EXCHANGE SERVICE

## SECTION 2 - REGULATIONS (Continued)

2.4 Payment Arrangements2.4.1 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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LOCAL EXCHANGE SERVICE

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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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (Continued)

2.4 Payment Arrangements (Continued)

2.4.5 Discontinuance of Service

- 2.4.5.1 Upon non-payment of any amounts owing to the Company, the Company may, by giving seven (7) calendar days' prior written notice and by attempting to contact the Customer at least twenty-four (24) hours before actual termination, suspend service without incurring any liability.
- 2.4.5.2 Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving 30 days prior notice in writing to the Customer, and by attempting to contact the Customer at least twenty-four (24) hours before actual termination, discontinue or suspend service without incurring any liability, if such violation continues during the 30 day period.
- 2.4.5.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.4.5.4 Upon any governmental prohibition or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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## LOCAL EXCHANGE SERVICE

## SECTION 2 - REGULATIONS (Continued)

2.4 Payment Arrangements (Continued)2.4.5 Discontinuance of Service (Continued)

2.4.5.6 The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability.

2.4.5.6.1 Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.4.5.6.1 (a-f) if:

- (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
- (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
- (c) The Customer has been given written notices as described in Section 2.4.5.1 by the Company of any past due amount (which remains unpaid in whole or part) for any of the Company's other common carrier communications services to which the Customer either subscribes or has subscribed to used; or
- (d) The Customer uses or attempts to use service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
  - (d.1) Using or attempting to use service by rearranging, tampering with, or making connection to the Company's service not authorized by this tariff; or
  - (d.2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
  - (d.3) Any other fraudulent means or devices; or
- (e) Use of service in such a manner as to interfere with the services of other users; or
- (f) Use of service for unlawful purposes.

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## LOCAL EXCHANGE SERVICE

## SECTION 2 - REGULATIONS (Continued)

2.4 Payment Arrangements (Continued)2.4.5 Discontinuance of Service (Continued)

## 2.4.5.6 (Continued)

2.4.5.6.2 Immediately upon written notice to the Customer of past due billing of more than \$55 or two months of service, whichever is less;

2.4.5.6.3 Ten (10) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within the ten (10) day period; or

2.4.5.6.4 Upon seven (7) days written notice, excluding Sundays and holidays, for non-payment of a bill for service and twenty-four (24) hour attempted verbal notice.

2.4.5.7 The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.

2.4.5.8 Upon the Company's discontinuance of service to the Customer under Section 2.4.5.1 or 2.4.5.2, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

2.4.6 Interest on Customer Overpayments

A Customer who makes a payment to the Company in excess of the correct charge for telephone service, which overpayment was caused by erroneous billing by the Company, shall be paid interest on the amount of the overpayment. The rate of interest on such amount shall be the greater of the unadjusted Customer deposit rate or the applicable late payment rate. The interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit or late payment charge rates and compounded monthly until the date when the overpayment is refunded.

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## LOCAL EXCHANGE SERVICE

## SECTION 2 - REGULATIONS (Continued)

2.5 Allowances for Interruptions in Service2.5.1 Credit for Interruptions

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer' subject to ID PUC Rule 503, a pro rata adjustment of the monthly recurring charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption, whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on pro-rata basis against the rates specified hereunder for non-basic Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours. If the Company does not restore service within the times required by Rule 503, the Company will credit the Customer's account for an amount equal to the monthly rate for one month of basic local exchange service.

2.5.2 Limitations on Allowances No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or to any interexchange carrier providing service connected by the Customer to the service of Company;
- (b) interruptions due to the negligence of any person other than the Company including, but not limited to, the Customer or to any interexchange carriers connected by the Customer to the Company's facilities;
- (c) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (d) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

2.5.3 Use of Alternative Service Provided by the Company

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative services used.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (Continued)

2.6 Cancellation of Service

2.6.1 Cancellation of Applications for Service

2.6.1.1 Unless the Company breaches its obligations, applications for service are noncancellable after 48 hours, unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

2.6.1.2 Where prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the company incurred, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.6.1.3 The special charges described in Sections 2.6.1.1 and 2.6.1.2 herein, will be calculated and applied on a case-by-case basis.

2.6.2 Cancellation of Service by the Customer

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.5.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and payable within the period set forth in Section 2.4.2, all costs, fees and expenses incurred in connection with:

- 1) all non-recurring charges reasonably expended by the Company to establish service to Customer, plus
- 2) any disconnection, early cancellation or termination charges reasonable incurred and paid to third parties by Company on behalf of Customer, plus
- 3) all recurring charges specified in the applicable Service Order tariff for the balance of the then current term.

The terms listed in paragraphs 1 through 3 above will be disclosed on any and all service term agreements and will be acknowledged or affirmatively accepted by the customer.

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## LOCAL EXCHANGE SERVICE

## SECTION 2 - REGULATIONS (Continued)

2.7 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all assets of the Company; (c) pursuant to any financing, merger or reorganization of the Company.

2.8 Notices and Communications

- 2.8.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.8.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.8.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the fifth business day following placement of the notice, communications, or bill with the US Mail or a private delivery service prepaid and properly addressed, or when actually received or refused by the Addressee, whichever occurs first.
- 2.8.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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NON-REGULATED LOCAL EXCHANGE SERVICE

SECTION 3 - BUSINESS SERVICE OFFERING

3.1 Local Exchange Service

The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the local calling area;
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access Operator Services
- place or receive calls to 800 telephone numbers;
- access Telecommunication Relay Service

The Company's service cannot be used to originate calls to other telephone companies' caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch. If the Customer chooses to have their line unblocked, the Customer will be responsible for all charges associated with caller-paid information services.

3.1.1 Local Line: Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

3.1.1.1 Optional Features: A Customer may order the following optional features. Business rates are set forth in Section 3.1.1.1.1.

- |                             |                                     |
|-----------------------------|-------------------------------------|
| Call Waiting                | Repeat Dialing                      |
| Call Forwarding             | Call Trace                          |
| Remote Call Forwarding      | Busy Line Transfer                  |
| Three-Way Calling           | Alternate Answering                 |
| Speed Call 8                | Customer Control Busy Line Transfer |
| Speed Call 30               | Customer Control Alternate Answer   |
| Distinctive Ringing         | Message Waiting Tone                |
| Call Screening              | Easy Call                           |
| Multi Ring Service 1        | Special Delivery                    |
| Multi Ring Service 2        | Scan Alert Basic                    |
| Caller ID - Number Only     | UL/AA Polling Option                |
| Caller ID - Name and Number | Answer Supervision                  |
| Automatic Callback          | Direct Connect                      |

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NON-REGULATED LOCAL EXCHANGE SERVICE

SECTION 3 - BUSINESS SERVICE OFFERING (Continued)

3.1 Local Exchange Service (Continued)

3.1.1 Local Line (Continued)

3.1.1.1 Optional Features (Continued)

3.1.1.1.1 Optional Feature: New local customers initially ordering any of these features will not be billed an installation charge. A subsequent change order to add additional features will incur a \$XX.XX per line installation fee. The monthly charge will be billed on a per line, per month basis, unless otherwise indicated.

	<u>MONTHLY CHARGE</u>
Call Waiting	XX.XX
Call Forwarding	XX.XX
Remote Call Forwarding	XX.XX
Three- Way Calling	XX.XX
Speed Call 8	XX.XX
Speed Call 30	XX.XX
Distinctive Ringing	XX.XX
Call Screening	XX.XX
Multi Ring Service 1	XX.XX
Multi Ring Service 2	XX.XX
Caller ID - Number only	XX.XX
Caller ID - Name and Number	XX.XX
Automatic Callback (per occurrence)	XX.XX
Repeat Dialing (per occurrence)	XX.XX
Call Trace (per occurrence)	XX.XX
Busy Line Transfer	XX.XX
Alternate Answering	XX.XX
Customer Control Busy Line Transfer	XX.XX
Customer Control Alternate Answer	XX.XX
Message Waiting Tone	XX.XX
Easy Call	XX.XX
Special Delivery	XX.XX
Scan Alert Basic	XX.XX
UL/AA Polling Option	XX.XX
Answer Supervision	XX.XX
Direct Connect	XX.XX

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NON-REGULATED LOCAL EXCHANGE SERVICE

SECTION 3 - BUSINESS SERVICE OFFERING (Continued)

3.2 Operator Assistance

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. Customers will be charged usage rates, in addition to the per call surcharges as specified in Section 3.2.1 below.

Third Number Billed: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Collect Calls: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

Calling Cards: Provides the Customer with the capability to place a call using a calling card of an Interexchange Carrier with or without the assistance of an operator.

Person to Person: Calls completed with the assistance of any operator to a particular Station and person specified by the Caller. The call may be billed to the called party.

Station to Station: Calls complete with assistance of an operator to a particular Station. The call may be billed to the called party.

General Assistance: The Customer has the option to request general information from the operator, such as dialing instructions, country or city codes, area code information and Customer Service 800 Telephone numbers, but does not request the operator to complete a call.

3.2.1 Operator Assisted Surcharges

	<u>PER CALL</u>
Collect Calling	XX.XX
Station to Station	XX.XX
Person to Person	XX.XX
Third Number Billed	XX.XX

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NON-REGULATED LOCAL EXCHANGE SERVICE

SECTION 3 - BUSINESS SERVICE OFFERING (Continued)

3.2 Operator Assistance (Continued)

3.2.2 Busy Line Verification and Interrupt Service: Service is currently not available. Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the customer with the following options:

3.2.2.1 Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.

3.2.2.2 Busy Line Verification with Interrupt: The operator will interrupt the call on the called line only if the calling party indicates and emergency and requests interruption.

3.2.2.3 Rates: Rates for Busy Line Verification and Interrupt Service will apply under the following circumstances:

3.2.2.3.1 The operator verifies that the line is busy with a call in progress.

3.2.2.3.2 The operator verifies that the line is available for incoming calls.

3.2.2.3.3 The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

Busy Line Verification	XX.XX
Busy Line Interrupt	XX.XX

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NON-REGULATED LOCAL EXCHANGE SERVICE

SECTION 3 - BUSINESS SERVICE OFFERING (Continued)

3.3 Telecommunications Relay Service (TRS): Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider(s) to complete such calls.

3.4 Management Reporting: Rates for the following management reporting are set forth below:

- 800 Traffic Summary
- Busy Hour Summary
- Busy Day Summary
- Frequently Called Number (Top 10)
- Account Code Summary
- Account Code Detail
- Long Duration Call Sum (Top 10)
- Most Expensive (Top 10)
- International Summary
- BTN Summary by State

3.4.1 Rates:

	<u>MONTHLY CHARGE</u>
800 Traffic Summary	XX.XX
Busy Hour Summary	XX.XX
Busy Day Summary	XX.XX
Frequently Called Number (top 10)	XX.XX
Account Code Summary	XX.XX
Account Code Detail	XX.XX
Long Duration Call Sum (top 10)	XX.XX
Most Expensive (top 10)	XX.XX
International Summary	XX.XX
BTN Summary by State	XX.XX

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