

**Exhibit D**

BND-T-07-01

Illustrative Local Exchange Tariff

**Idaho Public Utilities Commission**  
Office of the Secretary  
RECEIVED

**OCT 29 2007**

**Boise, Idaho**

**Tariff Schedule Applicable to  
Resold and Facilities-Based  
Local Exchange Services  
Furnished by  
Bandwidth.com CLEC, LLC  
Between Points Within the State of Idaho**

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Issued: October \_\_, 2007

Effective Date: \_\_\_\_\_

David Morken, President  
Bandwidth.com CLEC, LLC  
4001 Weston Parkway  
Cary, North Carolina 27513

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**CHECK SHEET**

The sheets inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). 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 sheet.

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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 Page 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 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
  - 2
  - 2.1
  - 2.1.1
  - 2.1.1.1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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**EXPLANATION OF SYMBOLS**

- (C) – To signify changed listing, rule or conditions which may affect rates or charges
- (D) – To signify discontinued material, including a listing , rates rule o condition
- (I) – To signify an increase in a rate
- (M) – To signify text or rates relocated without change
- (N) – To signify a new material including listing, rate rule or condition
- (R) – To signify a reduction in a rate
- (S) – To signify reissued regulations
- (T) – To signify a change in wording of text but no change in rate, rule or condition

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**CONTACT INFORMATION**

**BANDWIDTH.COM CLEC, LLC  
4001 WESTON PARKWAY  
CARY, NC 27513  
WWW.BANDWIDTH.COM**

**Phone: 1-800-808-5150  
Fax: 1-919-297-1101**

**Customer Contact -**

For establishment of service, complaints, and inquiries regarding service and billing, or reporting or inquiring about network outages or service problems.

**Customer Service: 1-800-808-5150**

**Commission Contact -**

For complaints and customer inquiries concerning rates.

**Joe Campbell, Vice President of Operations  
Bandwidth.com CLEC, LLC  
4001 Weston Parkway, Suite 100  
Cary, NC 27513  
Phone: (919) 297-1100  
Fax: (919) 297-1101  
joe@bandwidth.com**

For matters concerning tariffs and regulatory affairs.

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**DEFINITIONS**

"Applicant" refers to an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.

"Bandwidth.com" refers to Bandwidth.com CLEC, LLC

"Business Hours" refers to the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays

"Company" or "refers to Bandwidth.com CLEC, LLC

"Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

"Customer" refers to any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.

"Delinquent or Delinquency" refers to an account for which payment has not been paid in full on or before the last day for timely payment.

"Commission refers to the Idaho Public Utilities Commission.

"Grandfathered Service" applies to an obsolete and/or outdated service that the Company no longer wishes to provide. The grandfathering of a service is the Company's method of managing a tariff for this service prior to ultimately discontinuing the service, or change existing tariff regulations without discontinuing certain rights, privileges or conditions of the service to existing customers.

"Hunting Service" refers to an arrangement to search multiple lines of the same class of service and of the same customer for a vacant line for each incoming call.

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**DEFINITIONS (Cont'd)**

“Local Access Transport Area (“LATA”)” refers to a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 820192.

“Nonrecurring Charges” refer to a one-time charge associated with given service or item of equipment which applies on a per-service and/or per item basis each time the service or item of equipment is provided.

“Non-Published or Unlisted Service” refers to service that is not accompanied by inclusion of the Subscriber’s name, address, or telephone number in a published directory or directory assistance data base.

“Service” refers to any telecommunications service(s) provided by the Company under this tariff and under the regulatory jurisdiction of the Commission.

“Subscriber” refers to the firm, company, corporation, or other entity that contracts for service under this tariff and that is responsible for the payment of charges as well as compliance with the Company’s regulations pursuant to this tariff.

“Station” refers to a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

“Tariffs” refer to the tariffs, price lists, and generally applicable terms and conditions on file with a state or federal regulatory authority or publicly available on the Company’s website in accordance with the regulations of a state or federal regulatory authority.

“Telephone Numbers” refer to The North American Numbering Plan [NPA-NXX-XXXX] numbers assigned to Bandwidth.com Customers and used in conjunction with the Services provided pursuant to this tariff.

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**SECTION 1. APPLICATION OF TARIFF**

- 1.1.1 This tariff governs the services provided by Bandwidth.com CLEC, LLC that originate and terminate within the State of Idaho Specific services and rates are described elsewhere in this tariff.
- 1.1.2 The Company's installs operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.
- 1.1.3 The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.
- 1.1.4 The Company's services are available to business/non-residential and residential customers.
- 1.1.5 This tariff shall be interpreted and governed by the laws of the State of Idaho and the Rules issued by the Commission.
- 1.1.6 If this Price List contains provisions that deny or restrict a Customer's rights otherwise protected by Commission rules, Commission rules supersede any conflicting tariff or price list provisions that deny or restrict any of those rights, unless otherwise ordered by the Commission, court order, or statute.

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**SECTION 2. RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

This tariff contains the regulations, rates and charges applicable to resold and facilities-based local exchange services provided by the Company to business/non-residential and residential customers in the State of Idaho.

**2.2 Obligations of the Customer**

2.2.1 The customer shall be responsible for:

2.2.1.1 The payment of all applicable charges pursuant to this tariff.

2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.

2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.2 Obligations of the Customer (Cont'd)**

2.2.1 (Cont'd)

2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.

2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.2 Obligations of the Customer (Cont'd)**

2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:

2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or

2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.

2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.2 Obligations of the Customer (Cont'd)**

2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

**2.3 Liability of the Company**

2.3.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

(A) The Company's damages arising out of its negligent acts, or mistakes, omissions, interruptions, delays, errors, or defects during the course of furnishing service, shall in no event exceed an amount equivalent to Bandwidth.com's charges for service during the period affected by such negligence, or in which such mistakes, omissions, interruptions, delays, errors, or defects occurred. Any mistakes, omissions, interruptions, delays, errors, or defects that are caused by or materially contributed to by the negligence or willful acts of Customer, or that arise from facilities or equipment used by Customer and not provided by Bandwidth.com, shall not result in the imposition of any liability upon Bandwidth.com.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.3 Liability of the Company (Cont'd)**

## 2.3.1 (Cont'd)

- (B) Customer shall defend, indemnify, and hold harmless the Company, its officers and directors, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses of any kind and nature (including, without limitation, liability to third parties for personal injury or death and for loss or damage to property, and loss or damage to Company property, and injury to Company employees), without limitation whatsoever, that in any way arise out of or result from Customer's operations, installation or maintenance of equipment and facilities, or performance under this tariff, or that arises out of or in any way is connected with Customer's provision of service to its end users, or any use or attempted use by Customer or any such end user of services provided by the Company hereunder; provided that this section shall not apply to the extent that any injury, loss, or damage is caused by the gross negligence or willful misconduct on the part of the Company.
- (C) The Company will not be liable for any act, omission to act, negligence, or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by Customer. Bandwidth.com will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity other than Bandwidth.com, that furnishes services, facilities, or equipment used in connection with Bandwidth.com's services or facilities.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.3 Liability of the Company (Cont'd)**

2.3.1 (Cont'd.)

- (D) EXCEPT AS EXPRESSLY PROVIDED IN THIS TARIFF, BANDWIDTH.COM MAKES NO EXPRESSED OR IMPLIED REPRESENTATIONS, OR WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (E) IN NO EVENT SHALL BANDWITDH.COM BE LIABLE TO CUSTOMER FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUE).
- (F) THE INCLUDED EXCULPATORY LANGUAGE DOES NOT CONSTITUTE A DETERMINATION BY THE COMMISSION THAT A LIMITATION OF LIABILITY IMPOSED BY THE COMPANY SHOULD BE UPHELD IN A COURT OF LAW. ACCEPTANCE FOR FILING BY THE COMMISSION RECOGNIZES THAT IT IS A COURT'S RESPONSIBILITY TO ADJUDICATE NEGLIGENCE AND CONSEQUENTIAL DAMAGE CLAIMS. IT IS ALSO THE COURT'S RESPONSIBILITY TO DETERMINE THE VALIDITY OF THE EXCULPATORY CLAUSE.

2.3.2 Limitation of Liability

- 2.3.2.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.3 Liability of the Company (Cont'd)**

**2.3.3 Force Majeure**

2.3.3.1 Neither Party shall be responsible for delays or failures in performance, except for the obligation to make payments required under this tariff, resulting from acts or occurrences in the nature of force majeure such as fire, explosion, acts of God, war, or civil commotion; any law, order, regulation, or ordinance of any government or legal body; strikes; or delays caused by the other Party. In such event, the Party affected shall, upon giving prompt notice to the other, be excused from such performance to the extent of such interference. The affected Party shall use its reasonable efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.4 Application for Service**

**2.4.1 Minimum Contract Period**

2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

2.4.1.2 Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.

2.4.1.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

**2.4.2 Cancellation of Service**

2.4.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.4 Application for Service (Cont'd)**

- 2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;
  - 2.4.2.2.A The total costs of installing and removing such facilities; or
  - 2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.
- 2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.
- 2.4.2.4 The Company reserves the right to redefine its regions, add new regions, or remove regions from its current offering, as it deems appropriate in its sole discretion and will provide the Customer with at least thirty (30) days' notice of any change in the definition of the Company's regions.
- 2.4.2.5 In the event that the Company plans to exit a current region, the Customer shall be provided with thirty (30) days prior written notification of the Company's intent. The Customer shall be allowed to immediately terminate services in the affected region without penalty.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.5 Payment for Service**

- 2.5.1 The customer is responsible for payment of all charges for service furnished to the customer pursuant to this tariff. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

Bandwidth.com will bill Customer monthly, with recurring charges being billed in advance and any usage charges billed in arrears. For residential customers, payment is due upon receipt by Customer and payable within thirty (30) days of the Bill Date (the "Due Date").

- 2.5.2 Payments are past due if not received by the Company by the Due Date. Any amounts past due will be subject to a late payment charge. Bills not paid within forty (40) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.7.1 of this tariff, may result in suspension of service until the overdue payments and any additional charges that may be imposed to restore service have been paid. Failure of the Customer to pay all undisputed amounts by the Due Date is a material breach and a seven (7) day notice shall be required in order to terminate services hereunder for non- payment.

- 2.5.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.5 Payment for Service (Cont'd)****2.5.4 Payment Arrangements**

- 2.5.4.1 When a Customer cannot pay a bill in full, the Company may continue to serve the Customer if the Customer and the Company agree on a reasonable portion of the outstanding bill to be paid immediately, and the manner in which the balance of the outstanding bill will be paid.
- 2.5.4.2 In deciding on the reasonableness of a particular agreement, the Company will take into account the Customer's ability to pay, the size of the unpaid balance, the Customer's payment history and length of service, and the amount of time and reasons why the debt is outstanding.
- 2.5.4.3 Payments are to be applied to the undisputed balance owed by the Customer. A Customer may designate how a payment insufficient to pay the total balance due shall be applied. If applicable, and in the absence of instructions from the Customer, a partial payment shall be allocated first to local exchange services. Such payments shall be applied first to the oldest undisputed balances.
- 2.5.4.4 If a Customer fails to make the payment agreed upon by the date that it is due, the Company may, but is not obligated to, enter into a second payment arrangement.
- 2.5.4.5 Customer failure to pay undisputed charges for other services may result in discontinuance of those services.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.6 Customer Deposits**

**2.6.1 Deposit Requirements**

A deposit shall be required if the Company can prove that the Customer is likely to be a credit risk or to damage property of the Company. The Company shall require a deposit, as a condition of service from a customer or applicant if one or more of the following applies:

- a. The customer or applicant has outstanding a prior service account with any telephone company that accrued within the last four (4) years and at the time of application for service remains unpaid and not in dispute.
- b. The customer's or applicant's service from any telephone company has been temporarily denied or terminated within the past four (4) years for one (1) or more of the following reasons:
  - i. Non-payment of any undisputed delinquent bill
  - ii. Misrepresentation of the customer's or applicant's identity for the purpose of obtaining telephone service
  - iii. Failure to reimburse the telephone company for damages due to negligent or intentional acts of the customer; or
  - iv. Obtaining, diverting or using telephone service without the authorization or knowledge of the telephone company.
- c. The applicant does not have verifiable previous telephone service that was in existence for a period exceeding twelve (12) months and does not pass an objective credit screen.
- d. Information provided by the applicant is materially false or materially misrepresentative of the applicant's true status.
- e. The applicant requests service at a residence where a prior subscriber still resides and where any balance for service to that prior subscriber incurred at that location is past due or owing.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.6 Customer Deposits (Cont'd)**

**2.6.1 Deposit Requirements (Cont'd)**

The deposit shall be held as a guarantee for the payment of charges. The Company may require such a deposit if the Company considers this action necessary to safeguard its interests. The deposit shall not exceed two (2) months' charges for local exchange service.

**2.6.2 Interests on Deposits**

Interest on deposits held shall be payable and accrued at a rate set by Commission, currently 5%, under the provisions of IDAPA 31.41.01.106.

When a service is discontinued the amount of any deposit held by the Company, plus accrued interest, will be applied to the Customer's account and any credit balance remaining will be refunded.

**2.6.3 Return of Deposit**

Customer's deposit will be returned, with accrued interest, when the customer has maintained good credit by making payments for all undisputed amounts due the Company before temporary or permanent disconnection for twelve (12) months. Any deposit, plus accrued interest, may be applied to the Customer's telephone account following completion of twelve months' satisfactory payment.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.7 Customer Complaints and Billing Disputes**

2.7.1 In the event that Customer disputes any charges, Customer may notify the Company by telephone, in writing or in person. Customer shall submit all documentation as may reasonably be required to support the claim. Payment may be withheld for the amounts subject to a dispute submitted prior to the Due Date. All disputes and claims for refunds must be submitted to Bandwidth.com within thirty (30) days of the Bill Date. If Customer does not submit a claim as stated above, Customer waives all rights to file a claim thereafter. Bandwidth.com shall investigate and resolve all disputes within forty-five (45) days of receipt of the dispute and Bandwidth.com's resolution of such a dispute is final. Any portion of a disputed amount deemed payable by Bandwidth.com must be paid in full within ten (10) days of resolution or Customer's service may be subject to disconnection and late payment charges imposed on the overdue amount.

2.7.2 Any unresolved dispute may be directed in writing to the Consumer Assistance Section, Idaho Public Utilities Commission, P.O. Box 83720, Boise, Idaho 83720-0074, by phone toll free at 1-800-432-0369, at (208) 334-0369 (within Idaho) or by fax at (208) 334-4045.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.8 Allowance for Interruptions in Service****2.8.1 Credits for Service Interruptions**

A credit allowance will be made when an interruption in service occurs. An interruption in service is considered to exist when the local service quality deteriorates to such an extent that the customer cannot make local calls or cannot receive local calls or cannot use the service for voice grade communications because of cross talk, static or other transmission problem.

An interruption period begins when the Customer reports a circuit, service or facility to be interrupted and releases it for testing.

2.8.1.1 The Company must restore service: within sixteen (16) hours after the report of the outage if the customer notifies the telephone company that the service outage creates an emergency; or

2.8.1.2 within 24 hours after the report of the outage if no emergency exists.

2.8.1.3 Outages reported between noon on Saturday and 6:00 p.m. on the following Sunday must be restored within forty-eight (48) hours or by 6:00 p.m. on the following Monday, whichever is sooner.

2.8.1.4 If the Company does not restore service within the times required by this paragraph, the Company will credit the customer's account for an amount equal to the monthly rate for one (1) month of basic local exchange service.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.8 Allowance for Interruptions in Service (Cont'd)**

2.8.2 Limitations on Allowances

No credit allowance will be made for:

- 2.8.2.1 interruptions due to the negligence of the Customer, or noncompliance with, or acts of omission regarding the provisions of this price list by the Customer, authorized user or joint user;
- 2.8.2.2 interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- 2.8.2.3 interruptions of service during a 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; or
- 2.8.2.4 interruption of service due to circumstances or causes beyond the control of the Company and affecting large groups of customers.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.9 Taxes and Fees**

- 2.9.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.
- 2.9.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.9.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

**2.10 Returned Check Charge**

The charge for a returned check is \$25.00.

**2.11 Special Customer Arrangements**

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, 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, and filed for Commission approval.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.12 Disconnection and Termination of Service**

The Company shall not disconnect basic local service for nonpayment of toll or information service charges or any service other than basic local service.

**2.12.1 Disconnection of Service Without Notice**

The Company may deny or discontinue the furnishing of any and/or all service(s) to a Customer immediately and without prior notice to the Customer and without the Customer's permission for one or more of the following reasons:

2.12.1.1 **Dangerous Condition.** A condition immediately dangerous or hazardous to the life, physical safety, or property exists, or it is necessary to prevent a violation of federal, state or local safety or health codes.

2.12.1.2 **Ordered to Terminate Service.** The Company is ordered to terminate service by any court, the Commission, or any other duly authorized public authority.

2.12.1.3 **Services Obtained Illegally.** The services(s) was (were) obtained, diverted or used without the authorization or knowledge of the Company.

2.12.1.4 **Customer Unable to be Contacted.** The Company has tried diligently to provide reasonable notice to the Customer, but has been unsuccessful in its attempt to contact the Customer.

2.12.1.5 **Misrepresentation of Identity.** The Customer has misrepresented the Customer's identity for purposes of obtaining telephone service and either does not have or has an inadequate security deposit on file with the Company.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.12 Disconnection and Termination of Service (Cont'd)**

2.12.1 Disconnection of Service Without Notice

2.12.1.6 for any governmental prohibition, or required alteration of the services provided, or any violation of any applicable law or regulation, or unlawful use of service or use of service for unlawful purposes, the Company may immediately discontinue or suspend service.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.12 Disconnection and Termination of Service (Cont'd)**

**2.12.2. Disconnection of Service Requiring Notice**

2.12.2.1 The Company may disconnect service for any of the following reasons provided it has notified the customer of its intent, in writing, to disconnect service and has allowed the customer a reasonable time of not less than seven (7) days in which to remove the cause for disconnection:

2.12.2.1.A Non-compliance with Regulations. For violation of or non-compliance with Commission's rules and regulations or for violation of or non-compliance with the Company's tariffs on file with the Commission.

2.12.2.1.B Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Commission.

2.12.2.1.C Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment and property.

2.12.2.1.D Failure to meet the Company's deposit and credit requirements.

2.12.2.1.E For non-payment of a bill for service, amounting to \$50 or more, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice at least seven (7) days of its intent to deny service if settlement of his account is not made and provided the customer has an additional twenty-four (24) hour notice prior to discontinuance, in which to make settlement before his service is denied.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.12 Disconnection and Termination of Service (Cont'd)**

2.12.2 Disconnection of Service Requiring Notice (Cont'd)

2.12.2.1 (Cont'd)

2.12.2.1.F Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

2.12.2.1.G Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.

**2.13 Unlawful Use of Service**

2.13.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

2.13.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.13 Unlawful Use of Service (Cont'd)**

2.13.1 (Cont'd)

2.13.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.13.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.14 Interference With or Impairment of Service**

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

**2.15 Telephone Solicitation by Use of Recorded Messages**

2.15.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

**2.16 Incomplete Calls**

2.16.1 There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

**2.17 Overcharge**

2.17.1 When a customer has been overcharged by the Company, the amount shall be refunded or credited to the customer, with interest paid, within two years or as specified in the customer service agreement.

**2.18 Notices**

2.18.1 Any notice required or permitted to be given under this tariff, including proposed changes in rates, shall be in writing and delivered by hand, mail, national overnight courier service or by fax if confirmed by telephone to the customer, at the address or phone numbers on record or at such other address or phone numbers as shall be designated from time to time.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.19 Emergency Calling**

Access to 911 and E911 service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the Customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the Customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

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**SECTION 3. DESCRIPTION OF SERVICES****3.1 Promotional Offerings**

3.1.1 The Company will provide notification to the Commission of its intent to offer promotional services and rates. The Company may offer existing services on a promotional basis, that provides special rates, terms, or conditions of service. The Company will notify the Commission at least ten (10) days in advance of the start of any promotional offerings.

**3.2 Contract Rates/Customer-Specific Pricing/Special Pricing Arrangements (CSP/SPA)**

3.2.1 CSP/SPAs are made in response to the specific, individual requirements for the customers and/or a competitive bidding process. A CSP/SPA differs from the Company's standard or general tariffed offerings in that it contains a customer service arrangement and/or term and/or volume commitment.

**3.3 Individual Case Basis ("ICB") Offerings**

3.3.1 The tariff may not specify the price of a service in the tariff as ICB. The Company may or may not have an equivalent service in its the tariff on file with the Commission, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Commission. All customers have non-discriminatory access to requesting the service under an ICB rate.

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)****3.4 Local Exchange Service**

3.4.1 Local Exchange Service is telephone service that entitles the customer to originate local calls, without toll charges, to all local exchange access lines connected to a Central Office (CO) of the exchange, or to all exchange access lines served by COs of the extended local service area where comprised of more than one exchange. Service will be provided where facilities are available from the Local Exchange Company (LEC). Bandwidth.com offers Qwest Local Exchange Services under resale, and hereby adopts the same local calling areas as defined in their Exchange and Network Services Tariff.

3.4.2 Service is classified as business service and business rates apply when any of the following conditions exist:

- When the service is furnished at a location where a business, trade or practice is performed and where the use of the location is not confined primarily to domestic activities.
- Service is provided for social clubs (i.e. Elks, VFW, Eagles, etc.).
- When the directory listing is a business listing, except when a residence telephone number is listed as an alternate call number in connection with a subscription to business local exchange service.

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)****3.5 Directory Assistance****3.5.1 General**

Directory Assistance (DA) is defined as furnishing aid in obtaining telephone numbers. The Directory Assistance operator will not transfer, forward or redial a customer's call to any other location for any purpose. The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of the service includes the obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Directory Assistance service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with attempt to avoid payment, in whole or in part, of the regular charge for such service. In addition to any other action authorized by this Tariff, the Company may, in such cases of abuse or fraudulent use, assess appropriate Directory Assistance charges on the Customer's telephone account.

**3.5.2 Directory Assistance Call Allowance**

Customers are allowed one (1) directly dialed Directory Assistance calls per month at no charge.

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**SECTION 4. RATES AND CHARGES****4.1 Calculation of Rates**

- 4.1.1 The chargeable time for a local toll call as described in Sections 3.5 and 4.3 is determined by the duration of the call. Chargeable time begins when connection is established between the calling station and the called station. Chargeable time ends when the calling station hangs up. If the called station hangs up, but the calling station does not, chargeable time ends when the connection is released by either automatic timing equipment in the telecommunications network or by an operator.
- 4.1.2 Calls are billed in (six) 6 second increments with an eighteen (18) second minimum for interLATA intrastate toll calls and a twenty-four (24) second minimum on intraLATA regional toll calls.
- 4.1.3 Rates based on the time of day or day of week are described in the following rate table.

Rate Periods	From	To, but not including	Days
Day	8:00 a.m.	5:00 p.m.	Monday-Friday
Evenings	5:00 p.m.	11:00 p.m.	Monday-Friday
Night/Weekends	11:00 p.m.	8:00 a.m.	Monday-Friday
Night/Weekends	11:00 p.m.	8:00 a.m.	Saturday-Sunday

The Company charges weekend rates on the following Federal holidays: New Year's Day, President's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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**SECTION 4. RATES AND CHARGES (Cont'd)****4.2 Local Exchange Service****4.2.1 Business Service**

	Monthly Rate	Non-Recurring Charge
First Measured Business Line or Trunk	\$19.22	\$49.57 <sup>1</sup>
Additional Measured Business Line or Trunk	\$19.22	\$27.49 <sup>2</sup>
Changes, Service Restoration To change class, type or grade of service(per line or trunk)	\$49.57	
To restore service that has been temporarily disconnected by the Company(per line or trunk, per order)	\$49.57	

<sup>1</sup> Service Order for First Measured Business Line<sup>2</sup> Additional Lines on the SAME service order

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**SECTION 4. RATES AND CHARGES (Cont'd)****4.2 Local Exchange Service (Cont'd)****4.2.1 Business Service (Cont'd)**Local Usage Rates<sup>3</sup>

	Day Rate	Evening Rate	Night & Weekend
First Minute	\$0.040	\$0.028	\$0.016
Additional	\$0.010	\$0.0700	\$0.004

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<sup>3</sup> Local usage rates apply per definition of Local Exchange Service contained in §3.4.1.

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**SECTION 4. RATES AND CHARGES (Cont'd)**

**4.3 Directory Assistance Service**

Per Inquiry:           \$1.50

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**SECTION 5. INTRALATA/INTERLATA TOLL PRESUBSCRIPTION**

**5.1 General**

IntraLATA/InterLATA toll presubscription is a procedure whereby an end user may select and designate an IntraLATA and/or InterLATA Toll Provider ("ITP") to access IntraLATA and/or InterLATA toll calls in Idaho without dialing an access code. The end user may designate an ITP for IntraLATA toll, a different carrier for InterLATA toll, or the same carrier for both. This ITP is referred to as the end user preferred IntraLATA/InterLATA toll provider.

Selection of an ITP by an end user is subject to the terms and conditions in Section 5.2.

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**SECTION 5. INTRALATA/INTERLATA TOLL PRESUBSCRIPTION (Cont'd)****5.2 Presubscription Charge Application****5.2.1 Initial Free Presubscription Choice for Customers**

New end user customers (including an existing customer who orders an additional line) who subscribe to local service will be asked to select a primary ITP when they place an order for Company Exchange Service. If a customer cannot decide upon either an IntraLATA and/or an InterLATA toll carrier at the time, the customer will have thirty days following completion of the service request to make an IntraLATA and/or an InterLATA PIC choice without charge. In the interim, the customer will be assigned a "No-PIC" and will have to dial an access code to make IntraLATA and/or InterLATA toll calls. The free selection period available to new end users is the thirty day period following installation of service.

Initial free selections available to end users are:

1. Designating an ITP as their primary carrier, thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 101-XXXX or other required codes.
2. Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Company.

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**SECTION 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)****5.3 End User/Pay Telephone Service Provider Charge Discrepancy ("Anti-Slamming Measure")****5.3.1 Verification of Orders for Telemarketing**

No ITP change order shall be generated by outbound telemarketing unless, and until, the order has first been conformed in accordance with the following procedures:

5.3.1.1 The ITP has obtained the customer's written authorization to submit the order that explains what occurs when a PIC is changed and confirms:

5.3.1.1.A The customer's billing name and address and each telephone number to be covered by the PIC change order;

5.3.1.1.B The decision to change the PIC to the ITP; and

5.3.1.1.C The customer's understanding of the PIC change fee; or

5.3.1.2 The ITP has obtained the customer's electronic authorization, placed from the telephone number(s) on which the PIC is to be changed, to submit the order that confirms the information described in 5.3.2.1 preceding to confirm the authorization; or

5.3.1.3 An appropriately qualified and independent third party operating in a location physically separate from the outbound telemarketing representative has obtained the customer's oral authorization to submit the PIC change order that confirms and includes appropriate verification date (e.g., the customer's date of birth or social security number).

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**SECTION 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)**

**5.3 End User/Pay Telephone Service Provider Charge Discrepancy ("Anti-Slamming Measure") (Cont'd)**

5.3.2 The Company will follow the Federal Communications Commission and the Commission's regulations regarding slamming. The Company will not impose a penalty or charge for unauthorized IntraLATA and/or InterLATA toll provider changes in Idaho.

5.3.3 The customer owns the exclusive right to select the PIC of their choice, and may choose to migrate from one carrier to another at any time. The Company will only accept a request to change an ITP from the customer.

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**SECTION 6. - MISCELLANEOUS SERVICES AND CHARGES****6.1 Idaho USF Surcharge**

A surcharge is assessed on all access lines to contribute towards funding for an Idaho Universal Service Fund. The surcharge rate is established by the Commission and will be assessed to each business and residential line.

Monthly Surcharge: \$0.003

**6.2 Telecommunications Service Assistance Program ("ITSAP")**

ITSAP consists of two programs, Lifeline and Linkup, that were developed to provide discounted rates for telephone service to low income customers, thus promoting universal service. The programs are jointly sponsored (federal and state) telephone assistance programs designed to maximize federal contributions to Idaho's low-income customers. The programs provide reductions in monthly rates for single line telephone service and/or reductions in one-time costs for installation of telephone service for qualifying customers. The program is administered by the Department of Health and Welfare in accordance with *Idaho Code*, § 56-901.

6.2.1 Eligibility - To be eligible for ITSAP, the participant must:

- (a) Apply through the Department of Health and Welfare,
- (b) Be head of household,
- (c) Have a total gross income at or below 133% of the Office of Management and Budgets (OMB) Poverty guidelines.

6.2.2 Residents of Tribal Lands may be eligible for additional federal assistance if the individual participates in one of the following federal assistance programs:

- (a) Bureau of Indian Affairs general assistance;
- (b) Tribally administered Temporary Assistance for Needy Families;
- (c) Head Start (only those meeting its income qualifying standard);
- (d) National School Lunch Program's free lunch program.

6.2.2.1 Eligibility and qualification determinations will be performed according to the telecommunication provider's federal tariff and/or 47 C.F.R. Part 54.

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**SECTION 6 - MISCELLANEOUS SERVICES AND CHARGES (Cont'd)**

**6.2 Telecommunications Service Assistance Program ("ITSAP") (Cont'd.)**

6.2.3 Each eligible participating resident of Tribal Lands must provide to its local service provider a signed document certifying under penalty of perjury that the customer receives benefits from at least one of the programs mentioned.

6.2.4 Lifeline Discounts – applied to tariffed monthly recurring rates and charges for qualifying residential customers. Monthly discount (not to exceed the rate charged for the grade of subscribed residential basic local exchange service) : \$3.50

Additional federal discounts may apply:

Tier 1 – Monthly service discount equal to the subscriber line charge:  
\$3.50

Tier 2 – Monthly service discount for customers of eligible telecommunications carriers who have received non-federal regulatory approvals: \$1.75

Tier 3 – Monthly service discount equal to one half of the amount of any state support up to a maximum of \$1.75

Tier 4 – Eligible residents of Tribal Lands may be eligible for discounts of up to \$25. This discount may not bring the local residential rate to below \$1.00 per month.

6.2.5 Linkup Discounts – applied to installation of new service, including line extensions, construction of facilities, etc., but shall not apply to customer premises facilities or equipment. A service installation cost reduction of 50% up to \$30.00 For an eligible resident of Tribal Lands, an additional reduction of up to \$70 may be applied to cover 100% of the charges between \$60 and \$130 assessed for initiating telephone service. \$70.00

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**SECTION 6 - MISCELLANEOUS SERVICES AND CHARGES (Cont'd)****6.2 Telecommunications Service Assistance Program ("ITSAP") (Cont'd.)****6.2.6 Rules**

- 6.2.6.1 Applies to Telecommunication service at the principal residence of the eligible subscriber/head of household.
- 6.2.6.2 A household is either an individual living alone or a group of individuals living together in common living quarters and facilities under such domestic arrangements and circumstances as to create a single establishment.
- 6.2.6.3 The eligible participant can receive assistance with telephone service installation costs only once at a residential address. However, if the participant moves to a new address, meets the eligibility criteria and is in good standing with the telephone service provider, there is no limit to the number of times the participant may receive assistance with telephone costs.
- 6.2.6.4 Nonrecurring charges to change to or from this program because of change in eligibility status will be waived
- 6.2.6.5 Lifeline service is not available for foreign exchange service. Only one line per household will qualify for ITSAP discounts.
- 6.2.6.6 Customers participating in either of these assistance programs must notify the company of any changes that would affect qualification. Verification of eligibility will be established by the Department of Health and Welfare and will be reviewed annually.
- 6.2.6.7 When the customer is no longer eligible, the discount will be discontinued and regular tariff rates and charges will apply.

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**SECTION 6 - MISCELLANEOUS SERVICES AND CHARGES (Cont'd)****6.2 Telecommunications Service Assistance Program ("ITSAP") (Cont'd)****6.2.7 Recovery**

The cost of providing assistance through ITSAP shall be recovered by imposing a monthly surcharge determined by the Commission and assessed on each line used for providing residential and business access. Participating ITSAP customers are exempted from this surcharge.

Per Month, per line                      \$0.06

**6.3 Telecommunications Relay Service ("TRS")**

The Company will provide access to a telephone relay center for Telecommunications Relay Service. The service permits telephone communications between hearing and/or speech-impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. Customers will be assessed a monthly surcharge for funding the TRS program.

Per Month, per line                      \$0.02

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STATE OF NORTH CAROLINA

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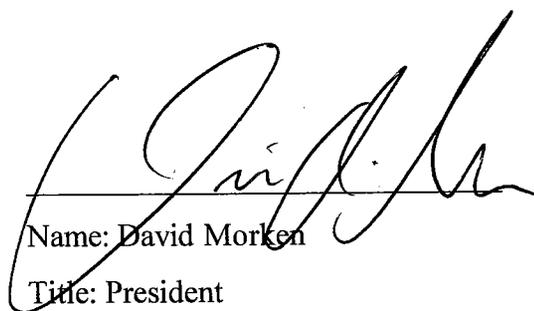
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COUNTY OF WAKE

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**VERIFICATION**

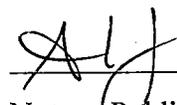
I, David Morken, state that I am President of Bandwidth.com CLEC, LLC; that I am authorized to make this Verification on behalf of Bandwidth.com CLEC, LLC; that the foregoing Application was prepared under my direction and supervision; and that the contents are true and correct to the best of my knowledge, information and belief.



Name: David Morken  
Title: President

Company: Bandwidth.com CLEC, LLC

Sworn and subscribed before me this 1 day of October, 2007



ADAM DALLEY  
Notary Public

My commission expires: 7/27/2012