

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

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Application of)
BellSouth Long Distance, Inc.)
for Local Exchange Service Throughout Idaho)

Case No. BSI-T-05-0 IDAHO PUBLIC
UTILITIES COMMISSION

**APPLICATION FOR CERTIFICATE OF PUBLIC
CONVENIENCE AND NECESSITY TO PROVIDE
RESOLD AND FACILITIES-BASED LOCAL TELECOMMUNICATIONS SERVICES**

Pursuant to Procedural Order No. 26665 in Case No. GNR-T-96-4¹ and Section 253 of the Federal Telecommunications Act of 1996² ("Act"), BellSouth Long Distance, Inc. ("BellSouth Long Distance") respectfully requests that the Public Utilities Commission ("Commission") grant BellSouth Long Distance a Certificate of Public Convenience and Necessity for authority to provide local exchange telecommunications services within the State of Idaho.

In support of its Application, BellSouth Long Distance submits the following:

1. Introduction

BellSouth Long Distance is requesting authority to provide basic resold and facilities-based local exchange services to business customers throughout Idaho. BellSouth Long Distance proposes to offer a broad variety of facilities-based and resale local exchange services to business customers throughout the State of Idaho in all exchanges not exempt from competition. Facilities-based service will be available through resale and UNE arrangements with the LECs. The Company currently provides resold interexchange long distance service through approval from the Commission granted January 3, 1997.

¹ Title 61 of the Idaho Code §§ 61-526 through -528 and IDAPA 31.01.01.111 (Rule 111).

² Telecommunications Act of 1996, 47 U.S.C. § 253 (1996).

II. Description of the Applicant

- (a) BellSouth Long Distance is incorporated in the State of Delaware. The main address of the Company is:

BellSouth Long Distance, Inc.
400 Perimeter Center Terrace, Suite 400
Atlanta, Georgia 30346
Telephone: (770) 352 - 3000
Facsimile: (678) 443 - 3470
website: www.bellsouth.com/longdistance

- (b) All correspondence, notices, inquiries and other communications regarding this Application should be addressed to:

Thomas M. Forte
Consultant to BellSouth Long Distance, Inc.
Technologies Management, Inc.
P.O. Box 200
Winter Park, Florida 32789
Telephone: (407) 740-8575
Facsimile: (407) 740-0613
e-mail: tforte@tminc.com

- (c) The Applicant is a Delaware Corporation. A copy of the Company's Articles of Incorporation is provided in Exhibit A. The Company is authorized by the Idaho Secretary of State to transact business within the State of Idaho. A copy of the Certificate of Good Standing from the Secretary of State is provided in Exhibit B.
- (d) BellSouth Long Distance is a non-dominant telecommunications company that has been providing interexchange long distance telecommunications services to business and residential customers in all 50 states. Additionally, the Company is currently authorized to provide local exchange services in Arkansas, Alabama, California, Delaware, Florida, Georgia, Hawaii, Illinois, Indiana, Kentucky, Louisiana, Maryland, Massachusetts, Minnesota, Missouri, Mississippi, Montana, New Jersey, New York, North Carolina, Ohio, South Carolina, Pennsylvania, Tennessee and Texas. A sister company, BellSouth BSE of Virginia, Inc., which is managed by the same BellSouth Long Distance management team, is certificated to provide competitive local exchange service in Virginia. BellSouth Long Distance has never been denied authority in any state.

The Company has applications pending in Alaska, Arizona, Colorado, District of Columbia, Idaho, Iowa, Kansas, Maine, Michigan, Nebraska, Nevada, New Hampshire, New Mexico, North Dakota, Oklahoma, Oregon, Rhode Island, South Dakota, Utah, Vermont, Washington, West Virginia, Wisconsin and Wyoming.

III. Exhibits

In support of this Application, the following exhibits are attached hereto:

- Exhibit A - Articles of Incorporation;
- Exhibit B - Certificate of Good Standing in the State of Idaho;
- Exhibit C - Financial Statements
- Exhibit D - Profiles of Key Management Personnel
- Exhibit E - Proposed service area map (Rule 112(c))
- Exhibit F - Proposed Tariff

IV. Financial, Technical and Managerial Qualifications

BellSouth Long Distance possesses the managerial, technical and financial ability to provide local telecommunications service in the State of Idaho. BellSouth Long Distance has strong financial resources to enable the Company to successfully provide local telecommunications service in the State of Idaho and the management team in place to manage this operation.

IV.A. Financial Qualifications

- (1) BellSouth Long Distance is financially and otherwise capable and qualified to offer and maintain all of its tariffed services in its territories served through its own and/or through the underlying carrier's facilities. The Company will utilize its current customer service, operations, management, and technical workforce and infrastructure in support of its competitive resold and facilities-based local exchange offerings.
- (2) The costs of Idaho operations will consist of leasing facilities and additional administrative and sales overhead. BellSouth Long Distance is already operating as a local exchange and interexchange provider in a number of states. The incremental administrative and sales costs are not projected to be significant for the Company. No new funds or capital will be required to expand the Company's services in Idaho.

- (3) The Company is providing the year-end 2004 10-K Financial Statements and Annual Report of its parent company, BellSouth Corporation, in Exhibit C, in support of BellSouth Long Distance's financial ability to provide local exchange service.

IV.B. Managerial Qualifications

- (1) BellSouth Long Distance possesses managerial qualifications to operate a Competitive Local Exchange Carrier within the State of Idaho. Biographical summaries of the managerial experience of the Company are found in Exhibit D.

IV.C. Technical Qualifications

- (1) BellSouth Long Distance's services will satisfy the minimum standards established by the Commission. The Company will file and maintain tariffs in the same manner and form as required of incumbent local exchange telecommunications companies.
- (2) BellSouth Long Distance has experience operating as a local exchange provider a number of states, as detailed in Item II (d) of this application. As the foregoing illustrates, BellSouth Long Distance possesses considerable telecommunications expertise and is technically qualified to provide local exchange service in Idaho.

V. Customer Service

BellSouth Long Distance will handle all customer inquiries and complaints at its Customer Resource Center. The Company's Customer Resource Center is staffed 24-hours per day, seven days a week. Customers can reach the Customer Resource Center by dialing (800) 895-2222. The toll-free telephone number will be provided on the Customer bill and in virtually all BellSouth Long Distance mailings. Initially, a third party billing vendor will do all Company billing.

The contact for resolution of customer complaints with the Commission is:

Mary Jean Dennis, Director
BellSouth Long Distance, Inc.
400 Perimeter Center Terrace, Suite 400
Atlanta, GA 30346
Telephone: (770) 352 - 3077
Facsimile: (678) 587 - 5316
e-Mail: mary.dennis@bellsouth.com

VI. Service Description and Anticipated Service Date

Initially, BellSouth Long Distance proposes to provide competitive resold and facilities-based local exchange services via an interconnection agreement with Qwest Communications ("Qwest"). The Company intends to offer service upon certification, approval of its interconnection agreement and a formal request for service from a prospective customer. BellSouth Long Distance initially proposes to offer local exchange services targeted at large business customers that have a relationship with BellSouth in one the Company's core states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

BellSouth Long Distance seeks authority to provide all manner of resold and facilities-based local exchange as well as switched access services. The Company intends to offer private line, high-speed data services and basic local exchange business services within Idaho. In addition, the Company will provide to its customers access to emergency call services (e.g. 911), directory assistance, operator assisted services, and other ancillary services.

BellSouth Long Distance intends to offer service in the geographic areas currently served by Qwest. The Company will mirror the basic local calling scopes of the incumbent local exchange companies.

VII. Public Interest Standard

Grant of BellSouth Long Distance's Application to provide local exchange services is in the public interest and serves the public convenience and necessity. In enacting the Federal Telecommunications Act of 1996, the United States Congress determined that it is in the public interest to promote competition in the provision of telecommunications services, including local exchange services. Experience with competition in other telecommunications markets, such as long distance, competitive access, and customer premises equipment, demonstrates the benefits that competition can bring to consumers. Consumers are enjoying increased services, lower prices, higher quality, and greater reliability.

BellSouth Long Distance plans to bring the benefits of competition to Idaho consumers. The Company's proposed services will provide multiple public benefits by increasing the competitive choices available to users in Idaho. Enhanced competition in telecommunications services likely will further stimulate economic development in Idaho. In addition, increased competition will create incentives for all carriers to offer lower prices, more innovative services, and more responsive customer service.

VIII. Waivers and Regulatory Compliance

BellSouth Long Distance has reviewed all of the Commission's rules applicable to competitive local exchange service providers and agrees to comply with those rules except to the extent the rules are explicitly waived for the Company or for all carriers in the same class. Specifically, the Company requests exemption from the following rules:

- (a) Title 41, Chapter 1, Rules 101-103.02 - Guarantee in lieu of deposit: BellSouth Long Distance requests exemption only from that portion of the rule that requires a guarantee form on file with the Commission.

- (b) Title 41, Chapter 1, Rule 502.01 - Service Standards: To the extent that BellSouth Long Distance offers service on a UNE and resold basis from the incumbent local exchange service providers, the Company requests a waiver of the requirement to adopt and pursue a maintenance program for outside plant facilities and equipment.
- (c) Title 41, Chapter 2, Rule 102.03 - Press Release: BellSouth Long Distance requests a waiver of the requirement to send a press release to all newspapers, radio and television stations on the Commission's list. Unlike the incumbent LECs whose customer density in any given area makes press releases practical, the Company does not anticipate sufficient market share to warrant the expense of preparing and coordinating a press release. BellSouth Long Distance maintains a detailed web site that includes information on the Company's services and interstate rates as well as corporate information. Customers will be informed of the Company's web site and will be able to receive all manner of information from that site. In addition, consumers will be informed of any rate increases by bill insert. Therefore, the additional step of notification via press release is unnecessary.
- (d) Local Exchange Directories
BellSouth Long Distance requests that it not be required to publish local exchange directories. The Company will make arrangements with the incumbent LECs whereby the names of BellSouth Long Distance's customers will be included in the directories published by the incumbent LECs. These directories will be distributed to the Company's customers. This approach is entirely reasonable and will have a direct benefit to the customers of both BellSouth Long Distance and the incumbent LECs since customers will have to refer to only one directory for a universal listing of customer information. It would be an unnecessary burden on the Company to require it to publish and distribute its own directory to all customers located within each exchange area, particularly since the majority of these customers will be customers of the incumbent LECs. It is more efficient for the Company to include its limited customer base in the existing directories of the incumbent LECs.

(e) Title 41, Chapter 2, Rule 105 and 602.01: Customer Notice: BellSouth Long Distance has requested a waiver of the requirement to publish Local Telephone Directories. Rules 105 and 602.01 require that each local exchange company summarize the provisions of Sections 48-1001 et seq., Idaho Code, and summarize the customer disclosure rules in an annual insert in a billing statement mailed to customer or by conspicuous publication in the consumer pages of the local telephone directory. The Company maintains that such information is published in the local telephone directories and therefore does not need to be redistributed by the Company on an annual basis.

(f) **Reporting Requirements**

BellSouth Long Distance further requests waivers of any reporting requirements which, although applicable to incumbent LECs, are not applicable to competitive providers such as BellSouth Long Distance because such requirements: (1) are not consistent with the demands of the competitive market; and (2) they constitute an undue burden on a competitive provider, thereby requiring an inefficient allocation of its limited resources. In addition, the Company reserves the right to seek any regulatory waivers that may be required for the Company to compete effectively in the Idaho local exchange services market.

IX. Conclusion

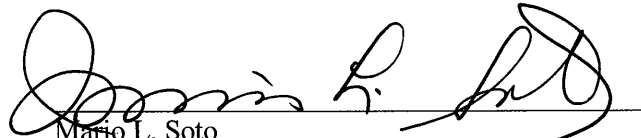
This Application demonstrates that BellSouth Long Distance, Inc. possesses the technical, financial and managerial resources to provide local exchange service in Idaho.

Wherefore, BellSouth Long Distance, Inc. respectfully requests that the Commission:

1. grant BellSouth Long Distance, Inc. authority to operate as a provider of resold and facilities-based basic local exchange telecommunications services in the State of Idaho;
2. grant the waivers requested in this Application; and
3. grant such other relief as it deems necessary and appropriate.

Respectfully submitted,

BellSouth Long Distance, Inc.

A handwritten signature in black ink, appearing to read "Mario L. Soto", is written over a horizontal line. The signature is fluid and cursive.

Mario L. Soto
President
BellSouth Long Distance, Inc.
400 Perimeter Center Terrace, Suite 400
Atlanta, Georgia 30346

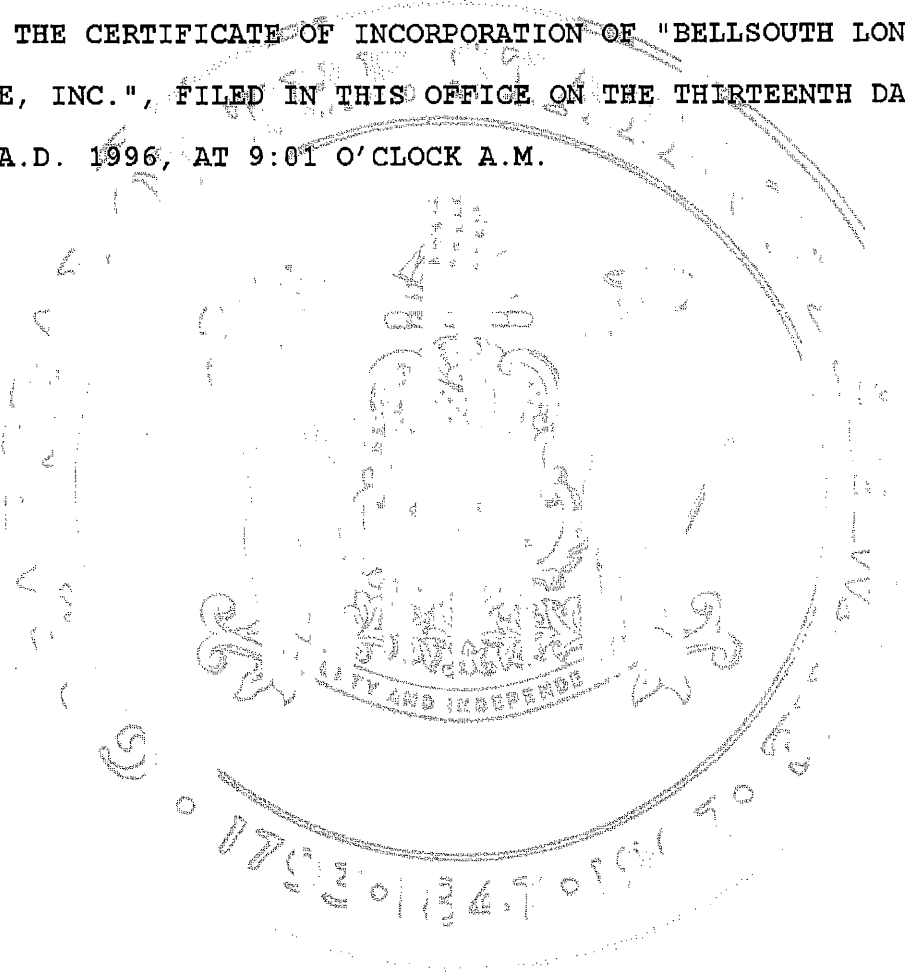
BELLSOUTH LONG DISTANCE, INC

Exhibit A

Articles of Incorporation

State of Delaware
Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "BELLSOUTH LONG DISTANCE, INC.", FILED IN THIS OFFICE ON THE THIRTEENTH DAY OF MARCH, A.D. 1996, AT 9:01 O'CLOCK A.M.



Edward J. Freel

Edward J. Freel, Secretary of State

2602130 8100

960353537

AUTHENTICATION: 8220551

DATE: 12-04-96

**CERTIFICATE OF INCORPORATION
OF
BELLSOUTH LONG DISTANCE, INC.**

1.

The name of the corporation is BellSouth Long Distance, Inc.

2.

The address of the initial registered office of the corporation in the State of Delaware shall be 1013 Centre Road, City of Wilmington, County of New Castle, Delaware 19805-1297; and the name of the initial registered agent of the corporation at such address is The Prentice-Hall Corporation System, Inc.

3.

The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4.

The aggregate number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000) shares of Common Stock, which shall have no par value. Said shares of Common Stock may be issued by the corporation for such consideration as shall be fixed from time to time by the Board of Directors of the corporation.

5.

The corporation shall have perpetual duration.

6.

The name and address of the Incorporator is Jim O. Llewellyn, 1800 Campanile, 1155 Peachtree Street, N.E., Atlanta, Georgia 30309-3610.

7.

The initial Board of Directors of the Corporation shall consist of one (1) member, whose name and address is as follows:

William F. Reddersen
Suite 1903
1155 Peachtree Street, N.E.
Atlanta, Georgia 30309-3610

8.

Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this corporation under the provisions of §291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of §279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to an compromise or arrangement and to any reorganization of this corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said

application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

9.

For the management of the business and for the conduct of the affairs of the corporation, and in further definition, limitation, and regulation of the powers of the corporation and of its directors and of its stockholders or any class thereof, as the case may be, it is further provided that:

1. The management of the business and the conduct of the affairs of the corporation shall be vested in its Board of Directors. The number of directors which shall constitute the whole Board of Directors shall be fixed by, or in the manner provided in, the Bylaws. The phrase "whole Board" and the phrase "total number of directors" shall be deemed to have the same meaning, to wit, the total number of directors which the corporation would have if there were no vacancies. No election of directors need be by written ballot;

2. After the original or other Bylaws of the corporation have been adopted, amended, or repealed, as the case may be, in accordance with the provisions of §109 of the General Corporation Law of the State of Delaware, and, after the corporation has received any payment for any of its stock, the power to adopt, amend, or repeal the Bylaws of the corporation may be exercised by the Board of Directors of the corporation; and,

3. Whenever the corporation shall be authorized to issue only one class of stock, each outstanding share shall entitle the holder thereof to notice of, and the right to vote at, any meeting of stockholders. Whenever the corporation shall be authorized to issue more than one class of stock, no outstanding share of any class of stock which is denied voting power under

the provisions of the Certificate of Incorporation shall entitle the holder thereof to the right to vote at any meeting of stockholders except as the provisions of paragraph (2) of subsection (b) of §242 of the General Corporation Law of the State of Delaware shall otherwise require; provided, that no share of any such class which is otherwise denied voting power shall entitle the holder thereof to vote upon the increase or decrease in the number of authorized shares of said class.

10.

The personal liability of the directors of the corporation is hereby eliminated to the fullest extent permitted by the provisions of paragraph (7) of subsection (b) of §102 of the General Corporation Law of the State of Delaware, as the same may be amended and supplemented.

11.

The corporation shall, to the fullest extent permitted by the provisions of §145 of the General Corporation Law of the State of Delaware, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said section from and against any and all of the expenses, liabilities, or other matters referred to in or covered by said section, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

12.

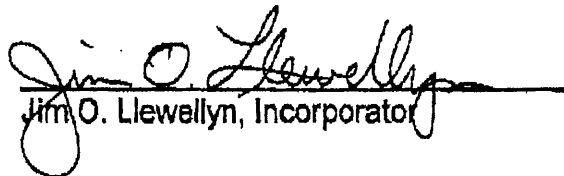
Any action that is required or permitted to be taken at a meeting of the shareholders may be taken without a meeting if the action is taken by

persons who would be entitled to vote at a meeting shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by groups) of votes that would be necessary to authorize or take such action at a meeting at which all shareholders entitled to vote were present and voted. The action must be evidenced by one or more written consents describing the action taken, signed by shareholders entitled to take action without a meeting and delivered to the corporation for inclusion in the minutes or filing with the corporate records.

13.

From time to time any of the provisions of this Certificate of Incorporation may be amended, altered, or repealed, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted in the manner and at the time prescribed by said laws, and all rights at any time conferred upon the stockholders of the corporation by this Certificate of Incorporation are granted subject to the provisions of this Article.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Incorporation this 13th day of March, 1996.


Jim O. Llewellyn, Incorporator

BELLSOUTH LONG DISTANCE, INC

Exhibit B

Certificate of Good Standing in the State of Idaho

State of Idaho

Office of the Secretary of State

CERTIFICATE OF EXISTENCE

OF

BELLSOUTH LONG DISTANCE, INC.

File Number C-116277

I, BEN YSURSA, Secretary of State of the State of Idaho, hereby certify that I am the custodian of the corporation records of this State.

I FURTHER CERTIFY That the records of this office show that the above-named corporation was incorporated under the laws of DELAWARE and filed to transact business in Idaho on 29 Aug 1996.

I FURTHER CERTIFY That the corporation is in goodstanding on the records of this office.

Dated: 27 May 2005



Ben Yursa

SECRETARY OF STATE

Authentic Access Idaho Document (<http://www.accessidaho.org/public/portal/authenticate.html>)
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BELLSOUTH LONG DISTANCE, INC

Exhibit C

Financial Statements

The Company is providing the year-end 2004 10-K Financial Statements and Annual Report of its parent company, BellSouth Corporation in support of BellSouth Long Distance's financial ability to provide local exchange service.

SEE FILE

FOR BELLSOUTH 2004

ANNUAL REPORT

AND

SECURITIES AND

EXCHANGE COMMISSION

FORM 10-K

BELLSOUTH LONG DISTANCE, INC

Exhibit D

Profiles of Key Management Personnel

BELLSOUTH LONG DISTANCE, INC
DESCRIPTION OF SENIOR MANAGEMENT

Mario L. Soto, President

Mario Soto is President of BellSouth Long Distance, Inc. Mr. Soto has over thirty years experience in the telecommunications industry. He has worked for Southern Bell Telephone Company, AT&T Corporation and different affiliates within BellSouth Corporation. Mr. Soto has held various positions in Engineering, Pricing, Market Management, Product Management and Regulatory within BellSouth and AT&T.

Mr. Soto attended the University of Florida where he earned a Bachelor of Science in Electrical Engineering Degree in 1970 and obtained a Master of Electrical Engineering Degree in 1971. He also earned a Master of Business Administration Degree from Georgia State University in 1980.

Hamilton E. (Bob) Gray, Network Vice President

Mr. Gray, Network Vice President, is responsible for managing the planning, engineering, installation and operation of the BellSouth Long Distance network. He is also responsible for the BellSouth Long Distance telecommunications fraud management group.

Mr. Gray was assigned to the BellSouth Long Distance project in August of 1995. Prior to his current assignment, he was Director - Alternate Network Technical Planning for BellSouth Europe in Brussels, Belgium where he was responsible for network development in support of BellSouth's competitive business ventures throughout the European continent in 1994 and 1995. Before his international assignment, he was Operations Manager - Network Fundamental Planning for BellSouth Telecommunications, Inc. ("BST") responsible for switching and transmission network planning for BST's nine state territory from 1988-1994. Mr. Gray also served a one-year special assignment in Washington, DC representing BellSouth on President Reagan's White House Staff in 1987. Mr. Gray began his career with BellSouth in June of 1972.

Mr. Gray holds a Bachelor of Science degree in Electrical Engineering from Louisiana State University and a Master of Business Administration degree from the University of Alabama.

Harris R. Anthony, General Counsel

Mr. Anthony, General Counsel, arrived at BellSouth Long Distance in early 2000 but has worked in BellSouth's Legal Department since 1977. He began his career with BellSouth as a labor attorney, then was BST's General Counsel in Georgia and later, BST's General Counsel in Florida. He returned to Atlanta in 1994, where he assumed responsibility for BellSouth's Commercial Attorneys.

Mr. Anthony graduated Magna Cum Laude from Colgate University and went on to earn his Juris Doctorate from Duke University School of Law.

BELLSOUTH LONG DISTANCE, INC
DESCRIPTION OF SENIOR MANAGEMENT
(Continued)

William D. Schneider, Secretary

William Schneider, Secretary, has been part of the BellSouth Long Distance team since 2003. Prior to joining BellSouth Long Distance, Mr. Schneider held several positions of increasing responsibility within the BellSouth Finance organization including Controller, BellSouth Technology Group; Controller, BellSouth Affiliated Services Corporation; Manager, Regulatory Accounting; Assistant Manager, External Reporting and Corporate Books Manager at BellSouth Corporation. Mr. Schneider worked at Deloitte & Touche prior to joining BellSouth.

Mr. Schneider holds Master of Accountancy and BBA degrees from the University of Georgia and is a Certified Public Accountant.

Mike Reagan, Chief Information Officer

Mike Reagan, Chief Information Officer, was part of the BellSouth Long Distance Information Technology ("IT") organization from 1996 to 2001. Prior to joining BellSouth, Mr. Reagan held a number of positions with Sprint and MCI. In all, Mr. Reagan has been in telecommunications for 19 years and has held positions in network engineering, sales support, product development and information technology.

As CIO, Mr. Reagan is responsible for all IT planning and strategy, architecture, application development, application support, operations and project management for BellSouth Long Distance. Mr. Reagan has a Bachelor's Degree in Electrical Engineering and Mathematics from Geneva College in Pennsylvania.

BELLSOUTH LONG DISTANCE, INC

Exhibit E

Proposed Service Area Map

The Company seeks statewide authority to offer its services.

BELLSOUTH LONG DISTANCE, INC

Exhibit F

Proposed Tariff

BellSouth Long Distance, Inc.
400 Perimeter Center Terrace, Suite 400
Atlanta, GA 30346

Idaho Tariff No. 1
Original Title Page

LOCAL EXCHANGE SERVICES TARIFF

IDAHO
LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF
OF
BELLSOUTH LONG DISTANCE, INC.

This tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by BellSouth Long Distance, Inc. with principal offices at 400 Perimeter Center, Suite 400, Atlanta, Georgia 30346 for services furnished within the State of Idaho. This tariff is on file with the Idaho Public Utilities Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: July x, 2005

Effective: August y, 2005

Issued by:

Director, Business Implementation & Compliance
400 Perimeter Center Terrace, Suite 400
Atlanta, GA 30346

ID10500

LOCAL EXCHANGE SERVICES TARIFF

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LOCAL EXCHANGE SERVICES TARIFF

CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original rate sheet that are in effect on the date shown on each page.

Section	Page	Revision		Section	Page	Revision	
	Title	Original	*	2	14	Original	*
Preface	1	Original	*	2	15	Original	*
Preface	2	Original	*	2	16	Original	*
Preface	3	Original	*	2	17	Original	*
Preface	4	Original	*	2	18	Original	*
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				2	21	Original	*
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2	12	Original	*				
2	13	Original	*	3	1	Original	*

* - Indicates Pages included in this filing.

Issued: July x, 2005

Effective: August y, 2005

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 400 Perimeter Center Terrace, Suite 400
 Atlanta, GA 30346

ID10500

LOCAL EXCHANGE SERVICES TARIFF

CHECK SHEET, (CONT'D.)

SECTION	PAGE	REVISION		SECTION	PAGE	REVISION	
4	1	Original	*	5	9	Original	*
4	2	Original	*	5	10	Original	*
4	3	Original	*	5	11	Original	*
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* - Indicates Pages included in this filing.

Issued: July x, 2005

Effective: August y, 2005

Issued by:

Director, Business Implementation & Compliance
 400 Perimeter Center Terrace, Suite 400
 Atlanta, GA 30346

ID10500

LOCAL EXCHANGE SERVICES TARIFF

EXPLANATION OF SYMBOLS

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the following symbols:

- (C) - To signify changed rate, regulation or condition.
- (D) - To signify discontinued rate, regulation or condition.
- (I) - To signify increase.
- (N) - To signify new material, including a listing, rate, regulation, rule or condition.
- (R) - To signify reduction.
- (T) - To signify a change in the word of text, but no change in the rate, rule or condition.
- (M) - Moved from another tariff location.

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LOCAL EXCHANGE SERVICES TARIFF

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange communications services by BellSouth Long Distance, Inc., hereinafter referred to as the Company, to Customers within the state of Idaho. BellSouth Long Distance services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This tariff is on file with the Idaho Public Utilities Commission. In addition, this tariff is available for review at the main office of BellSouth Long Distance, Inc. at 400 Perimeter Center Terrace, Suite 400, Atlanta, Georgia 30346.

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LOCAL EXCHANGE SERVICES TARIFF

TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1(A)
 - 2.1.1(A)(1)
 - 2.1.1(A)(1)(a)
 - 2.1.1(A)(1)(a)(I)
- 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. All revisions made in a given filing are designated by an asterisk (*). 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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LOCAL EXCHANGE SERVICES TARIFF

SECTION 1 - DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

Access Line - An arrangement that connects the Customer's location to a BellSouth Long Distance switching center or point of presence.

Account Codes - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

Advance Payment - Part or all of a payment required before the start of service.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

BellSouth Long Distance - Used throughout this tariff to mean BellSouth Long Distance, Inc. unless clearly indicated otherwise by the text.

Business - A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

Commission - Idaho Public Utilities Commission.

Company or Carrier - BellSouth Long Distance, Inc., unless otherwise clearly indicated by the context.

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 1 - DEFINITIONS, (CONT'D.)

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

DID Trunk - A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

Dial Pulse (or "DP") - The pulse type employed by rotary dial station sets.

Direct Inward Dial (or "DID") - A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct Outward Dial (or "DOD") - A service attribute that allows individual station users to access and dial outside numbers directly.

Dual Tone Multi-Frequency (or "DTMF") - The pulse type employed by tone dial station sets.

End User - Any person, firm, corporation, partnership or other entity that uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

End Office - With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Telcordia.

Hearing Impaired - Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

Hunting - Routes a call to an idle station line in a prearranged group when the called station line is busy.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 1 - DEFINITIONS, (CONT'D.)

In-Only - A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Independent Territory - Independent Telephone Company locations outside of the BellSouth Telecommunications Service area.

IXC or Interexchange Carrier - A long distance telecommunications services provider.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

LEC - Local Exchange Company.

Minimum Point of Presence ("MPOP") - The main telephone closet in the Customer's building.

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

Multi-Frequency or ("MF") - An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Non-Recurring Charge ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

Other Telephone Company - An Exchange Telephone Company, other than the Company.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 1 - DEFINITIONS, (CONT'D.)

PBX - Private Branch Exchange

Premises - A building or buildings on contiguous property.

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

Residence or Residential - A class of service furnished to a Customer at a place of dwelling where the actual or obvious use is for domestic purposes.

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service 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. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order - The written request for services executed by the Customer and the Company in the format devised by the Company. The signing of a Order by the Customer and acceptance 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.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 1 - DEFINITIONS, (CONT'D.)

Two Way - A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Usage Based Charges - Charges for minutes or messages traversing over local exchange facilities.

User or End User - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of Idaho, and terminating within a local calling area as defined herein.

The Company is responsible under this tariff only for the services and facilities provided hereunder, 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

- (A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- (B) 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 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 SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- (B) Customers may be required to enter into written service orders which shall contain or reference 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. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) Except as otherwise stated in the tariff, 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 notice. Any termination shall not relieve the 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.
- (D) Service may be terminated upon written notice to the Customer if:
 - (1) the Customer is using the service in violation of this tariff; or
 - (2) the Customer is using the service in violation of the law.
- (E) This tariff shall be interpreted and governed by the laws of the State of Idaho without regard for its choice of laws provision.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (cont'd.)

- (F) Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (G) To the extent that either the Company or any other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- (H) The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts. All service packages established by the Company will be filed with the Commission prior to the furnishing of service.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability

- (A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- (B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- (C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (cont'd.)

- (D) The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- (1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 - (2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - (3) Any unlawful or unauthorized use of the Company's facilities and services;
 - (4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
 - (5) Breach in the privacy or security of communications transmitted over the Company's facilities;

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (cont'd.)

(D) (continued)

- (6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth above in Section 2.1.1(A).
- (7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- (8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- (9) Any non-completion of calls due to network busy conditions;
- (10) Any calls not actually attempted to be completed during any period that service is unavailable;
- (11) And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (cont'd.)

- (E) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- (F) The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- (G) Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- (H) **Directory Errors** - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (cont'd.)

(I) With respect to Emergency Number 911 Service:

- (1)** This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
- (2)** Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (cont'd.)

(I) With respect to Emergency Number 911 Service, (continued)

(3) When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this tariff, the Customer acknowledges and agrees with the release of information as described above.

(J) The included tariff language does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential 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 preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all 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 SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- (A) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the 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.
- (B) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- (C) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- (D) Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- (E) The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - (1) the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Customer-provided equipment; or
 - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

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 hazardous 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 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.9 Ownership of Facilities

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

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 applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Public Utilities Commission of Idaho's regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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) 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 Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described above in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General, (cont'd.)

- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company 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 (e.g., friable asbestos) prior to any construction or installation work;
- (F) 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 Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Liability of the Customer

- (A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- (B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- (C) The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- (A) Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.
- (B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.3 Interconnection of Facilities

- (A) Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the Public Utilities Commission of Idaho to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- (B) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (C) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- (D) Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.4 Inspections

- (A) Upon suitable 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 Section 2.4.2(B) of this tariff for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- (C) If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Customer Deposits and Advance Payments

2.5.1 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 an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Customer Deposits and Advance Payments, (Cont'd.)

2.5.2 Deposits

The Company does not require deposits from Customers.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.1 Payment for Service

(A) General

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring or usage based charges.

(B) Taxes, Fees and Surcharges

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer, where permitted by law. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, Gross Receipts Tax, Idaho Telecommunications Service Assistance Program, and Universal Service. Unless otherwise specified in this tariff, such taxes, fees and surcharges are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

- (A) Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to in advance.
- (B) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- (C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.2 Billing and Collection of Charges, (cont'd.)

- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within twenty (20) days of the mail date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5%.
- (F) The Customer will be assessed a charge of twenty dollars (\$20.00) for each check or other payment type submitted by the Customer to the Company that a bank or other financial institution refuses to honor.
- (G) If service is disconnected by the Company in accordance with Section 2.7 following and later restored, restoration of service will be subject to all applicable installation charges.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.3 Disputed Bills

- (A) In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within a reasonable period of time after receipt of billing for those services and in accordance with Idaho law. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- (B) Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Idaho Public Utilities Commission, 472 West Washington, P.O. Box 83720, Boise ID 83720-0074; 208-334-0300 or 1-800-432-0369.
- (C) If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Discontinuance of Service

2.7.1 Service may be disconnected after seven (7) days written notice for any of the following reasons:

- (A) The Customer did not pay undisputed delinquent bills for local exchange services or paid a delinquent bill for local exchange services with any dishonored check.
- (B) The Customer failed to make a security deposit or obtain a guarantee when one is required.
- (C) The Customer failed to abide by the terms of a payment arrangement.
- (D) The Customer misrepresented the Customer's identity for the purpose of obtaining telephone service.
- (E) The Company determines as prescribed by relevant state or other applicable standards that the Customer is willfully wasting or interfering with service through improper equipment or otherwise.
- (F) The Customer is using service(s) for which the Customer did not apply.

2.7.2 At least 24 hours before actual termination, the Company will attempt to contact the Customer affected to apprise the Customer of the proposed termination action and steps to take to avoid or delay termination. Service will not be terminated in the event that a formal or informal complaint concerning termination is filed with the Commission.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Discontinuance of Service

2.7.3 Service may be disconnected without notice and without incurring any liability for any of the following reasons:

- (A) A condition immediately dangerous or hazardous to life, physical safety or property exists, or it is necessary to prevent a violation of federal, state or local safety or health codes.
- (B) The company is ordered to terminate service by any court, the Commission, or any other duly authorized public authority.
- (C) In the event of fraudulent use of the Company's network, where the service(s) was (were) obtained, diverted or used without the authorization or knowledge of the Company, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- (D) The Company has tried diligently to meet the notice requirements but has been unsuccessful in its attempt to contact the Customer affected.
- (E) The Customer has misrepresented the Customer's identify for purposes of obtaining telephone service and has no or an inadequate security deposit on file with the Company and has an outstanding bill exceeding \$100.
- (F) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law.
- (G) Upon the Company's discontinuance of service to the Customer under Section 2.7.1 or 2.7.2., the Company, 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, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Cancellation of Application for Service

- 2.8.1** Applications for service cannot be canceled without the Company's agreement. Where the Company permits a 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.
- 2.8.2** 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 incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- 2.8.3** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- 2.8.4** The special charges described in 2.8.1 through 2.8.3 will be calculated and applied on a case-by-case basis.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.10.1 General

(A) Service Outage

A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a cross-talk, static or other transmission problem, the Company will respond to a Customer's report of such a "service outage" in accordance with IDAPA 31.41.01 Rule 503. Customer's bills will be appropriately and automatically credited pursuant to the terms of Rule 503.

(B) Receipt and Recording of Reports

The Company will provide for the receipt of Customer trouble reports at all hours and make a full and prompt investigation of and response to all reports. The Company will maintain an accurate record of trouble reports made by its Customers. This record will include accurate identification of the Customer or service affected, the time, date and nature of the report, the action taken to clear the trouble or satisfy the Customer, and the date and time of trouble clearance or other disposition. This record will be available to the Commission or its authorized representatives upon request at any time within two (2) years of the date of the record.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Allowances for Interruptions in Service, (Cont'd.)

2.10.1 General, (cont'd.)

(C) Repair Commitments

Commitments to the Customer for repair service will be set in accordance with Rule 503. The Company will make every reasonable attempt to fulfill repair commitments to its Customers. Customers will be timely notified of unavoidable changes. Failure to meet a repair commitment does not relieve the Company of the credited provisions in Rule 503.01, unless the Customer fails to keep an appointment the Customer agreed to when the original commitment was made.

(D) Restoration of Service

When the Company providing local exchange is informed by a Customer of a local exchange service outage, the Company will:

- (1)** restore service within sixteen (16) hours after the report of the outage if the Customer notifies the Company that the service outage creates an emergency for the Customer, or
- (2)** restore service within twenty-four (24) hours after the report of the outage if no emergency exists, except that 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, which ever is sooner. If the Company does not restore service within the times required by this subsection, 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.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Allowances for Interruptions in Service, (Cont'd.)

2.10.1 General, (cont'd.)

(E) Extenuating Circumstances

Following disruption of local exchange service caused by natural disaster or other causes not within the Company's control and affecting large groups of Customers, or in conditions where the personal safety on an employee would be jeopardized, the Company is not required to provide the credit referred to in Subsection 503.01 as long as it uses reasonable judgment and diligence to restore service, giving due regard for the needs of various Customers and the requirements of the telecommunications service priority (TSP) program ordered in FCC Docket 88-341. When a Customer causes the Customer's own service outage or does not make a reasonable effort to arrange a repair visit within the service restoration deadline, or when the Company determines that the outage is attributable to the Customer's own equipment or inside wire, the Company is not required to provide to that Customer the credit referred to in Subsection 503.01.

(F) Compliance Standard

Each month at least ninety percent (90%) of out-of-service trouble reports will be cleared in accordance with Subsection 503.01 and 503.02. The Company will keep a monthly service record as described in Subsection 502.01 and will notify the Commission whenever the record indicates the ninety percent (90%) level has not been met for a period of three (3) consecutive months.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.11 Cancellation of Service/Termination Liability

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 2.10.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.6.2.

2.11.1 Termination Liability

The Customer's termination liability for cancellation of service shall be equal to:

- (A) all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- (C) all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- (D) minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.12 Cancellation of Service by Customer

Customers may cancel service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

2.13 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:

2.13.1 to any subsidiary, parent company or affiliate of the Company; or

2.13.2 pursuant to any sale or transfer of substantially all the assets of the Company; or

2.13.3 pursuant to any financing, merger or reorganization of the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.14 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

2.14.1 Customer Liability for Fraud and Unauthorized Use of the Network

- (A) The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- (B) A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- (C) The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.14 Customer Liability for Unauthorized Use of the Network, (Cont'd.)

2.14.1 Customer Liability for Fraud and Unauthorized Use of the Network, (cont'd.)

- (D) The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

2.15 Use of Customer's Service by Others

2.15.1 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.16 Notices and Communications

- 2.16.2** 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.
- 2.16.3** 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.
- 2.16.4** Except as otherwise stated in this tariff, 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 third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.16.5** 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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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.17 Universal Emergency Telephone Number Service (911)

Universal Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the numbers 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center Customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. No call-specific charges apply to 911 calls.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 3.0 - SERVICE AREAS

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs:

- 1) Qwest.

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LOCAL EXCHANGE SERVICES TARIFF:

SECTION 4 - SERVICE OFFERINGS

4.1 Calculation of Distance

For mileage sensitive services, the distance between originating and terminating points of a private line facility are determined using vertical ("V") and horizontal ("H") coordinates for the serving wire center(s) or BellSouth Long Distance access point(s) associated with the facility. For purposes of determining the airline mileage of a call the Company references the V and H coordinates as found in Telcordia's V&H Tape and NECA FCC Tariff No. 4. The use of coordinates for wire centers versus access points and the method for calculating actual distances varies based on the type of service and the form of access used to reach the BellSouth Long Distance network.

For non-switched private line services, mileage measurements are based on the distance in airline miles between BellSouth Long Distance access points associated with each end of the circuit. Distance measurements are determined using the mileage calculation method shown in section 4.1.1.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 4 - SERVICE OFFERINGS, (CONT'D.)

4.1 Calculation of Distance, (Cont'd.)

4.1.1 Calculation Method for Private Line Services

The following steps describe the procedure for calculating mileage distances for private line services:

- Step 1 Obtain the "V" and "H" coordinates for the Company access points serving the originating and terminating locations.
- Step 2 Obtain the difference between the "V" coordinates. Obtain the Difference between the "H" coordinates. The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.
- Step 3 Square the differences obtained in Step 2.
- Step 4 Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the wire centers and/or access points.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 4 - SERVICE OFFERINGS, (CONT'D.)

4.2 Frame Relay Service

4.2.1 General

- (A) Frame Relay service, as provided for in this Tariff section, is offered for intrastate use only.
- (B) The regulations and rates specified herein are in addition to the applicable regulations and rates specified in other sections of this Tariff of the Company.
- (C) Frame Relay Service is offered where facilities are available.
- (D) The rates and charges set forth for Frame Relay service provide for the furnishing of service where suitable facilities are available.
- (E) Suspension of service is not allowed.
- (F) The minimum service period is one month.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 4 - SERVICE OFFERINGS, (CONT'D.)

4.2 Frame Relay Service, (Cont'd.)

4.2.2 Explanation of Terms

(A) Customer Connection to Frame Relay Service

The Customer Connection (or Port) provides the Customer with the standard interface to the Frame Relay service network. This interface receives the data frame from the Customer's network or device and verifies that the DLCI is valid before relaying the frame to the destination. Included in the Customer Connection are the Customer's termination on the Frame Relay service switching equipment, the transport from the Serving Area Point to the switching equipment, and the first DLCI. These interfaces connect the Frame Relay service network with the digital facilities operating at transmission speeds of 56 Kbps, 64 Kbps, 1.536 Mbps, or 44.210 Mbps.

(B) Frame Relay Service Network Serving Area

Certain serving wire centers are designated Serving Area Points. A Frame Relay Service Network Serving Area is comprised of all the Serving Area Points in a geographic area.

(C) Permanent Virtual Circuit (PVC)

A software defined path transporting data within the Frame Relay service network between two Customer Connections. This data path, once defined in the network software, does not have to be established again. PVCs are end-to-end, bi-directional channels that are established via the service provisioning process.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 4 - SERVICE OFFERINGS, (CONT'D.)

4.2 Frame Relay Service, (Cont'd.)

4.2.2 Explanation of Terms, (cont'd.)

(D) Data Link Connection Identifier (DLCI)

The Frame Relay standard specifies an address field called the Data Link Connection Identifier. The DLCI specifies a connection. A PVC is created when any two DLCI's are mapped together.

(E) Committed Information Rate (CIR)

Committed Information Rate is a feature that enables the Customer to select a sustained throughput under normal conditions. A CIR must be selected for each DLCI. Frames submitted at a rate above the subscribed CIR will be marked "discard eligible" (DE) and should network congestion occur, are subject to being dropped by the network. If CIR is set equal to zero, then all frames will be marked DE. However, in the absence of network congestion, DE marked frames will be transported with the same reliability as frames not marked DE within a single, Company Frame Relay Switch. The CIR value selected cannot exceed the minimum transmission speed of the link at either end of the PVC.

(F) Service Area Point (SAP)

A Company serving wire center that is designated as a member of the Frame Relay Service Network Serving Area. (See the definition of Frame Relay Service Network Serving Area preceding).

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 4 - SERVICE OFFERINGS, (CONT'D.)

4.2 Frame Relay Service, (Cont'd.)

4.2.3 Obligations of Customer

- (A) The Customer is responsible for the provision and maintenance of all Customer Provided Equipment (CPE) and to ensure that the operating characteristics of this equipment are compatible with and do not interfere with the service offered by the Company.
- (B) The maximum number of DLCIs per Customer Connection is subject to the characteristics of the Customer's data traffic. Thus, the number of DLCIs per Customer Connection must be negotiated between the Customer and the Company at the establishment of the Customer Connection and subsequent to the establishment should the traffic characteristics change. A maximum of 250 DLCIs may be established across a single Customer Connection.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 4 - SERVICE OFFERINGS, (CONT'D.)

4.2 Frame Relay Service, (Cont'd.)

4.2.4 Responsibility of the Company

- (A) The Company is not responsible for the installation, operation, or maintenance of any equipment provided by the Customer.
- (B) In order to maintain the quality of Frame Relay service, the Company reserves the right to perform preventive maintenance or software updates to the network. This could result in Frame Relay service being unavailable during the time period between 2:00 A.M. and 4:00 A.M. Eastern Time on any given Wednesday or Sunday morning. However, the Company only expects to utilize this maintenance window for any given switch on the average of once a quarter. This maintenance may be adjusted by the Company as deemed necessary to maintain the quality of the service.

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SECTION 4 - SERVICE OFFERINGS, (CONT'D.)

4.2 Frame Relay Service, (Cont'd.)

4.2.5 Provision of Service

- (A) Certain Company serving wire centers are designated by the Company as Service Area Points (SAP's) for the Frame Relay service Network Serving Area. A Customer accessing the Frame Relay service network via a Packet Service Line and whose serving wire center is designated as SAP, will only require a Packet Service Line as described in Section 4.3 of this Tariff. A Frame Relay Service Customer, whose serving wire center is not designated as a SAP and who access the Frame Relay service network via a Packet Service Line, will require a Packet Service Line to the serving wire center, as well as, a Packet Service Line Extension (also described in Section 4.3) to gain access to the closest designated SAP.

- (B) The Customer Connection rate element includes the Customer's transport from a Serving Area Point to the Frame Relay Service switching equipment and the Customer's termination on the Frame Relay Service switching equipment.

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SECTION 4 - SERVICE OFFERINGS, (CONT'D.)

4.2 Frame Relay Service, (Cont'd.)

4.2.5 Provision of Service, (cont'd.)

- (C) Should a Customer having locations in more than one Frame Relay Network Serving Area within a LATA, desire to send data traffic between these locations, the Customer can interconnect these locations through the following two options:

(1) Dedicated Connection:

The Customer subscribes to additional Customer Connections (or Ports) in each Network Serving Area that are enabled to support inter-serving area connectivity and Packet Service Line Extensions to connect them. These additional rate elements will be used solely to transport this Customer's data traffic between affected Frame Relay Network Serving Areas. Feature Charges apply for CIR's associated with PVCs through each connection.

(2) Shared Connection:

The Company may establish facilities between Frame Relay Service switching equipment in different Network Serving Areas in the same LATA and may allow Customers to share bandwidth on these facilities; where these shared facilities are available to Customers, a shared connection is an option. The Customer must establish one or more Inter-Network Service Area Links that extend between Frame Relay switches. Each of these links has an associated CIR. One PVC exists between both Customer premises through each link. All CIR's on this PVC must have the same value. Charges for the Inter-Network Serving Area Link are applied as follows:

- (1) the Inter-Network Serving Area Link Establishment is charged at each end of the link,
- (2) the Inter-Network Serving Area Link CIR is charged at each end of the link.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 4 - SERVICE OFFERINGS, (CONT'D.)

4.2 Frame Relay Service, (Cont'd.)

4.2.6 Rates and Charges

Rates and charges for Frame Relay Service consist of the following elements:

- (i)** Customer Connection (or Port) to Frame Relay Service
- (ii)** Frame Relay Service Features
- (iii)** Inter-Network Service Area Links

Frame Relay service provided by the Company is available in an Integrated Package price plan. "Integrated Package" pricing will be applied to Customers who purchase Frame Relay service in conjunction with a BellSouth® Business Class Family of Services contract.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 4 - SERVICE OFFERINGS, (CONT'D.)

4.2 Frame Relay Service, (Cont'd.)

4.2.6 Rates and Charges, (cont'd.)

(A) Integrated Package Price Plan

Service is offered on a month to month basis. In addition, the Customer may elect to contract for service under Payment Plan No. 1 as described in Section 6.2 of this Tariff. Available payment options and service periods are as follows:

- (1) Payment Option A - A service period of one (1) year (12 full months) applies.
- (2) Payment Option B - A service period of two (2) years (24 full months) applies.
- (3) Payment Option C - The Customer may select a service period of either three (3) years (36 full months), four (4) years (48 full months) or five (5) years (60 full months).

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 4 - SERVICE OFFERINGS, (CONT'D.)

4.3 Packet Service Line

4.3.1 General

- (A) Packet Service Line service provides the Customer with a local connection to high speed frame or cell-based switched services.
- (B) Packet Service Line service provides a connection from the Customer's premises to a Company-provided data service over digital facilities operating at transmission speeds of 56 Kbps, 64 Kbps, 1.536 Mbps, or 44.210 Mbps,
- (C) Packet Service Line service, as provided for in this Tariff section, is offered for intraLATA use only.
- (D) The regulations and rates specified herein are in addition to the applicable regulations and rates specified in other sections of this Tariff.
- (E) The rates and charges set forth for Packet Service Line service provide for the furnishing of service where suitable facilities are available. Where special construction of facilities is necessary, special construction charges may apply and will be determined on an individual case basis.
- (F) Packet Service Line service is only available when provided in conjunction with Frame Relay service as contained in Section 4.2 of this Tariff.
- (G) Suspension of service is not allowed.
- (H) The minimum service period is one month.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 4 - SERVICE OFFERINGS, (CONT'D.)

4.3 Packet Service Line, (Cont'd.)

4.3.1 General, (cont'd.)

(I) Fast packet Option (FPO)

- (1) The Fast Packet Option (FPO) of Packet Service Line service is only available when used in conjunction with Frame Relay service as described in Section 4.2 of this Tariff. The Fast Packet Option is used to connect a Customer premises with the Company's Frame Relay service network Serving Area Point.
- (2) The Fast Packet Option is designed to transmit digital data signals at speeds of 56 Kbps, 64 Kbps, 1.536 Mbps and 442.10 Mbps.
- (3) The Fast Packet Option operating at a transmission speed of 1.536 Mbps must be provisioned with Bipolar with 8 Zero Substitution (B8ZS) and Extended Superframe (ESF) if such service is to support a Customer connection that is 64 Kbps or a higher speed that is multiple of 64 Kbps.
- (4) The nonrecurring charge(s) for the applicable rate elements apply if the Customer requests a change in transmission speed on a Fast Packet Option to a higher or lower speed.

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SECTION 4 - SERVICE OFFERINGS, (CONT'D.)

4.3 Packet Service Line, (Cont'd.)

4.3.2 Explanation of Terms

(A) Packet Service Line

The link from the Customer's premises to the Customer's serving wire center.

(B) Packet Service Line Extension

When a Customer's serving wire center is not a Serving Area Point, a Packet Service Line Extension is used to connect the serving wire center to the closes Serving Area Point. The Packet Service Line Extension is associated with a Packet Service Line.

The Packet Service Line Extension is measured on a per mile basis in airline miles from a serving wire center that is not a Service Area Point to a Serving Area Point.

(C) Network Serving Area

Certain serving wire centers are designated Service Area Points. A Network Serving Areas is comprised of all the Serving Area Points in geographic area.

(D) Service Area Point

A Company serving wire center that is designated as a member of the Network Serving Area.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 4 - SERVICE OFFERINGS, (CONT'D.)

4.3 Packet Service Line, (Cont'd.)

4.3.3 Obligations of Customer

(A) When Customer provided Equipment (CPE) is connected with Packet Service Line service, the Customer or authorized user must provide equipment to perform the function of the Digital Terminating Equipment (DTE). The DTE provided by the Customer is required at a Customer's premises to perform such functions as:

- (1) Proper termination of service
- (2) Amplification
- (3) Signal Shaping
- (4) Remote Loopback

(B) Where Packet Service Line service is available under this Tariff for use in connection with Customer provided equipment (CPE), the operating characteristics of such equipment shall be such as not to interfere with any of the services offered by the Company. Such use is subject to the further provisions that the CPE does not endanger the safety of Company employees or the public; damage, require change in or alteration of the equipment or other facilities of the Company; interfere with the proper functioning of such equipment or facilities; impair the operation of the Company's facilities or otherwise injure the public in its use of the Company's service. Upon notice from the Company that the equipment provided by a Customer is causing or is likely to cause such hazard or interference, the Customer shall take such steps as shall be necessary to remove or prevent such hazard or interference.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 4 - SERVICE OFFERINGS, (CONT'D.)

4.3 Packet Service Line, (Cont'd.)

4.3.3 Obligations of Customer, (cont'd.)

- (C) When CPE is connected to Packet Service Line service, the Customer shall be responsible for:
 - (1) Compatibility of the CPE to Packet Service Line service. This includes replacing the DTE due to technological changes in the network, and
 - (2) Testing and sectionalization and clearance of trouble conditions or service difficulties on any CPE which is connected to Packet Service Line service.
- (D) The Customer's responsibility shall include cooperative testing with the Company as may be necessary.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 4 - SERVICE OFFERINGS, (CONT'D.)

4.3 Packet Service Line, (Cont'd.)

4.3.4 Responsibility of the Company

- (A) The Company shall not be responsible for installation, operation, or maintenance of any CPE. Where such CPE is connected to Company facilities, the responsibility of the Company shall be limited to the furnishing of facilities suitable for Packet Service Line service and to the maintenance and operation of such facilities in a manner proper for such service. Subject to this responsibility, the Company shall not be responsible for:
- (1) The through transmission signals generated by such equipment, or for the quality of, or defects in, such transmission,
 - (2) The reception of signals by such equipment, or
 - (3) Damage to CPE provided by a Customer to an authorized user during testing.
- (B) The Company shall not be responsible to the Customer, if changes in any of the facilities, operations, or procedures of the Company utilized in provisioning of Packet Service Line service render any facilities provided by a Customer obsolete or require modifications or alteration of such equipment or otherwise affect its use or performance.
- (C) The Company undertakes to maintain and repair the facilities that it furnishes. The Customer may not rearrange, disconnect, remove, or attempt to repair any equipment installed by the Company without prior written consent of the Company.

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SECTION 4 - SERVICE OFFERINGS, (CONT'D.)

4.3 Packet Service Line, (Cont'd.)

4.3.5 Provision of Service

- (A) The design, maintenance, and operation of Packet Service Line service contemplates data communications originating or terminating at stations of the Customer.
- (B) A move involves a change in the physical location of one of the following:
 - (1) the point of interface at the Customer's premises
 - (2) the Customer's premises
- (C) Any move of service will be treated as a discontinuances and start of service at the new point of interface or new Customer premises. All associated nonrecurring charges will apply.
- (D) Customer requests for moves of service under Payment Plan No. 1 will be subject to the conditions stated in Section 6.2 of this Tariff including new minimum service periods or termination liability charges as may be applicable.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 4 - SERVICE OFFERINGS, (CONT'D.)

4.3 Packet Service Line, (Cont'd.)

4.3.6 Rates and Charges

Rates and charges for Packet Service Line service consist of the following elements:

- (i) Packet Service Line
- (ii) Packet Service Line Extension

Mileage associated with Packet Extension Line service is calculated between a serving wire center and Service Area Point according to Section 4.1 of this Tariff.

Packet Service Line service provided by the Company is available in an Integrated Package price plan. "Integrated Package" pricing will be applied to Customers who purchase Packet Service Line service in conjunction with a BellSouth® Business Class Family of Services contract.

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SECTION 4 - SERVICE OFFERINGS, (CONT'D.)

4.3 Packet Service Line, (Cont'd.)

4.3.6 Rates and Charges, (cont'd.)

(A) Integrated Package Price Plan

Service is offered on a month to month basis. In addition, the Customer may elect to contract for service under Payment Plan No. 1 as described in Section 6.2 of this Tariff. Available payment options and service periods are as follows:

- (1)** Payment Option A - A service period of one (1) year (12 full months) applies.
- (2)** Payment Option B - A service period of two (2) years (24 full months) applies.
- (3)** Payment Option C - The Customer may select a service period of either three (3) years (36 full months), four (4) years (48 full months) or five (5) years (60 full months).

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 5 - RATES

5.1 Frame Relay Service

5.1.1 Integrated Package Price Plan

(A) Customer Connection (Port) to Frame Relay Service Rates

A minimum of one Customer Connection (or Port) is required per Customer to subscribe to Frame Relay service. Rates for each Customer Connection are listed below and vary 1) by speed of the connection and 2) length of term.

		Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Years	Option C 3 to 5 Years
(1)	At 56 Kbps	\$425.00	\$89.00	\$78.00	\$76.00	\$57.00
(2)	At 64 Kbps	\$425.00	\$89.00	\$78.00	\$76.00	\$57.00
(3)	At 112 Kbps	\$475.00	\$126.00	\$109.00	\$107.00	\$78.00
(4)	At 128 Kbps	\$475.00	\$126.00	\$109.00	\$107.00	\$78.00
(5)	At 192 Kbps	\$475.00	\$200.00	\$173.00	\$170.00	\$131.00
(6)	At 256 Kbps	\$475.00	\$252.00	\$217.00	\$213.00	\$154.00
(7)	At 320 Kbps	\$475.00	\$315.00	\$272.00	\$267.00	\$193.00
(8)	At 384 Kbps	\$550.00	\$457.00	\$424.00	\$416.00	\$361.00
(9)	At 448 Kbps	\$550.00	\$457.00	\$424.00	\$416.00	\$361.00
(10)	At 512 Kbps	\$550.00	\$457.00	\$424.00	\$416.00	\$361.00
(11)	At 576 Kbps	\$550.00	\$457.00	\$424.00	\$416.00	\$361.00
(12)	At 640 Kbps	\$550.00	\$457.00	\$424.00	\$416.00	\$361.00
(13)	At 704 Kbps	\$550.00	\$457.00	\$424.00	\$416.00	\$361.00
(14)	At 768 Kbps	\$550.00	\$457.00	\$424.00	\$416.00	\$361.00
(15)	At 1024 Kbps	\$550.00	\$457.00	\$424.00	\$416.00	\$361.00
(16)	At 1152 Kbps	\$550.00	\$457.00	\$424.00	\$416.00	\$361.00
(17)	At 1.536 Mbps	\$550.00	\$457.00	\$424.00	\$416.00	\$361.00
(18)	At 44.210 Mbps	\$1,225.00	\$3,765.00	\$3,413.00	\$3,347.00	\$3,150.00

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 5 - RATES, (CONT'D.)

5.1 Frame Relay Service, (Cont'd.)

5.1.1 Integrated Package Price Plan, (cont'd.)

(B) Frame Relay Service Feature Charges

(1) PVC Committed Information Rate (CIR)

The chosen CIR cannot exceed the minimum transmission speed of the link at either end of the PVC. Rates for each CIR are listed below and vary 1) by speed of the associated connection. No term discounts apply. One CIR charge applies per PVC.

		Non-Recurring	Monthly
		Charge	Rate
(a)	0 Kbps	\$50.00	\$4.00
(b)	8 Kbps	\$50.00	\$21.00
(c)	16 Kbps	\$50.00	\$21.00
(d)	32 Kbps	\$50.00	\$21.00
(e)	56 Kbps	\$50.00	\$32.00
(f)	64 Kbps	\$50.00	\$34.00
(g)	128 Kbps	\$50.00	\$44.00
(h)	256 Kbps	\$50.00	\$65.00
(i)	384 Kbps	\$50.00	\$90.00
(j)	512 Kbps	\$50.00	\$111.00
(k)	768 Kbps	\$50.00	\$200.00
(l)	1.536 Mbps	\$50.00	\$298.00
(m)	4 Mbps	\$50.00	\$350.00
(n)	10 Mbps	\$50.00	\$566.00
(o)	16 Mbps	\$50.00	\$911.00
(p)	34 Mbps	\$50.00	\$1,903.00
(q)	44.210 Mbps	\$50.00	\$2,593.00

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 5 - RATES, (CONT'D.)

5.1 Frame Relay Service, (Cont'd.)

5.1.1 Integrated Package Price Plan, (cont'd.)

(C) Inter-Network Serving Area Link Rates

(1) Committed Information Rate, per Link (Duplex)

		Non-Recurring	Monthly
		<u>Charge</u>	<u>Rate</u>
(a)	8 Kbps	\$20.00	\$21.00
(b)	16 Kbps	\$20.00	\$21.00
(c)	32 Kbps	\$20.00	\$21.00
(d)	56 Kbps	\$20.00	\$31.00
(e)	64 Kbps	\$20.00	\$33.00
(f)	128 Kbps	\$20.00	\$42.00
(g)	256 Kbps	\$20.00	\$74.00
(h)	384 Kbps	\$20.00	\$116.00
(i)	512 Kbps	\$20.00	\$147.00
(j)	768 Kbps	\$20.00	\$315.00
(k)	1.536 Mbps	\$20.00	\$473.00
(l)	4 Mbps	\$20.00	\$1,050.00
(m)	10 Mbps	\$20.00	\$1,365.00
(n)	16 Mbps	\$20.00	\$1,680.00
(o)	34 Mbps	\$20.00	\$4,410.00
(p)	44.210 Mbps	\$20.00	\$5,250.00

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 5 - RATES, (CONT'D.)

5.2 Packet Service Line

5.2.1 Integrated Package Price Plan

(A) Packet Service Line - Fast Packet Option

(1) Type I, Per Packet Service Line

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Years	Option C 3 to 5 Years
56 Kbps	\$450.00	\$74.00	\$64.00	\$63.00	\$54.00
64 Kbps	\$450.00	\$74.00	\$64.00	\$63.00	\$54.00
1.536 Mbps	\$465.00	\$163.00	\$153.00	\$150.00	\$143.00
44.210 Mbps	\$1,000.00	\$1,575.00	\$1,470.00	\$1,442.00	\$1,365.00

(2) Type II, Per Packet Service Line

(a) Fixed Charge, Includes First Half-Mile Increment

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Years	Option C 3 Years
56 Kbps	\$450.00	\$99.00	\$99.00	\$89.00	\$89.00
64 Kbps	\$450.00	\$99.00	\$99.00	\$89.00	\$89.00
1.536 Mbps	\$450.00	\$136.00	\$136.00	\$116.00	\$116.00

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 5 - RATES, (CONT'D.)

5.2 Packet Service Line, (Cont'd.)

5.2.1 Integrated Package Price Plan, (cont'd.)

(A) Packet Service Line - Fast Packet Option, (continued)

(2) Type II, Per Packet Service Line, (continued)

(b) Mileage Charge for Packet Service Lines Greater Than One-Half Mile, Each Half-Mile Increment Above One-Half Mile

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Years	Option C 3 Years
N/A	N/A	N/A	N/A	N/A	N/A
64 Kbps	N/A	N/A	N/A	N/A	N/A
1.536 Mbps	N/A	\$50.00	\$50.00	\$46.00	\$46.00

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 5 - RATES, (CONT'D.)

5.2 Packet Service Line, (Cont'd.)

5.2.1 Integrated Package Price Plan, (cont'd.)

(B) Type I Packet Service Line Extension - Fast Packet Option

(1) An Extension less than 20 miles, Per Extension

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Years	Option C 3 to 5 Years
56 Kbps	\$75.00	\$21.00	\$16.00	\$15.00	\$11.00
64 Kbps	\$75.00	\$21.00	\$16.00	\$15.00	\$11.00
1.536 Mbps	\$120.00	\$168.00	\$126.00	\$124.00	\$100.00
44.210 Mbps	\$350.00	ICB	ICB	ICB	ICB

(2) An Extension 20 - 50 miles, Per Extension

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Years	Option C 3 to 5 Years
56 Kbps	\$75.00	\$32.00	\$24.00	\$24.00	\$16.00
64 Kbps	\$75.00	\$32.00	\$24.00	\$24.00	\$16.00
1.536 Mbps	\$120.00	\$294.00	\$221.00	\$216.00	\$147.00
44.210 Mbps	\$350.00	ICB	ICB	ICB	ICB

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 5 - RATES, (CONT'D.)

5.2 Packet Service Line, (Cont'd.)

5.2.1 Integrated Package Price Plan, (cont'd.)

(B) Type I Packet Service Line Extension - Fast Packet Option, (continued)

(3) An Extension 51 B 75 miles, Per Extension

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Years	Option C 3 to 5 Years
56 Kbps	\$75.00	\$53.00	\$40.00	\$39.00	\$26.00
64 Kbps	\$75.00	\$53.00	\$40.00	\$39.00	\$26.00
1.536 Mbps	\$120.00	\$399.00	\$299.00	\$294.00	\$200.00
44.210 Mbps	\$350.00	ICB	ICB	ICB	ICB

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 5 - RATES, (CONT'D.)

5.2 Packet Service Line, (Cont'd.)

5.2.1 Integrated Package Price Plan, (cont'd.)

(B) Type I Packet Service Line Extension - Fast Packet Option, (continued)

(4) An Extension 76 B 100 miles, Per Extension

	<u>Non- Recurring Charge</u>	<u>Month To Month</u>	<u>Option A 1 Year</u>	<u>Option B 2 Years</u>	<u>Option C 3 to 5 Years</u>
56 Kbps	\$75.00	\$63.00	\$47.00	\$46.00	\$32.00
64 Kbps	\$75.00	\$63.00	\$47.00	\$46.00	\$32.00
1.536 Mbps	\$120.00	\$525.00	\$394.00	\$386.00	\$263.00
44.210 Mbps	\$350.00	ICB	ICB	ICB	ICB

(5) An Extension 101 B 125 miles, Per Extension

	<u>Non- Recurring Charge</u>	<u>Month To Month</u>	<u>Option A 1 Year</u>	<u>Option B 2 Years</u>	<u>Option C 3 to 5 Years</u>
56 Kbps	\$75.00	\$74.00	\$56.00	\$55.00	\$37.00
64 Kbps	\$75.00	\$74.00	\$56.00	\$55.00	\$37.00
1.536 Mbps	\$120.00	\$630.00	\$473.00	\$464.00	\$315.00
44.210 Mbps	\$350.00	ICB	ICB	ICB	ICB

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 5 - RATES, (CONT'D.)

5.2 Packet Service Line, (Cont'd.)

5.2.1 Integrated Package Price Plan, (cont'd.)

(B) Type I Packet Service Line Extension - Fast Packet Option, (continued)

(6) An Extension more than 125 miles, Per Extension

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Years	Option C 3 to 5 Years
56 Kbps	\$75.00	\$84.00	\$63.00	\$62.00	\$42.00
64 Kbps	\$75.00	\$84.00	\$63.00	\$62.00	\$42.00
1.536 Mbps	\$120.00	\$735.00	\$551.00	\$541.00	\$394.00
44.210 Mbps	\$350.00	ICB	ICB	ICB	ICB

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 5 - RATES, (CONT'D.)

5.2 Packet Service Line, (Cont'd.)

5.2.1 Integrated Package Price Plan, (cont'd.)

(C) Type II Packet Service Line Extension - Fast Packet Option

(1) An Extension less than 9 Miles

(a) Per Extension - Interoffice Channel Fixed Charge

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Years	Option C 3 Years
56 Kbps	\$80.00	\$29.00	\$29.00	\$25.00	\$25.00
64 Kbps	\$80.00	\$29.00	\$29.00	\$25.00	\$25.00
1.536 Mbps	\$150.00	\$51.00	\$51.00	\$48.00	\$48.00

(b) Per Extension - Interoffice Channel Mileage Charge, Per Mile

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Years	Option C 3 Years
56 Kbps	N/A	\$6.00	\$6.00	\$5.00	\$5.00
64 Kbps	N/A	\$6.00	\$6.00	\$5.00	\$5.00
1.536 Mbps	N/A	\$34.00	\$34.00	\$28.00	\$28.00

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 5 - RATES, (CONT'D.)

5.2 Packet Service Line, (Cont'd.)

5.2.1 Integrated Package Price Plan, (cont'd.)

(C) Type II Packet Service Line Extension - Fast Packet Option, (continued)

(2) An Extension 9-25 Miles

(a) Per Extension - Interoffice Channel Fixed Charge

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Years	Option C 3 Years
56 Kbps	\$80.00	\$29.00	\$29.00	\$25.00	\$25.00
64 Kbps	\$80.00	\$29.00	\$29.00	\$25.00	\$25.00
1.536 Mbps	\$150.00	\$51.00	\$51.00	\$49.00	\$49.00

(b) Per Extension - Interoffice Channel Mileage Charge, Per Mile

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Years	Option C 3 Years
56 Kbps	N/A	\$6.00	\$6.00	\$5.00	\$5.00
64 Kbps	N/A	\$6.00	\$6.00	\$5.00	\$5.00
1.536 Mbps	N/A	\$33.00	\$33.00	\$26.00	\$26.00

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 5 - RATES, (CONT'D.)

5.2 Packet Service Line, (Cont'd.)

5.2.1 Integrated Package Price Plan, (cont'd.)

(C) Type II Packet Service Line Extension - Fast Packet Option, (continued)

(3) An Extension more than 25 Miles

(a) Per Extension - Interoffice Channel Fixed Charge

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Years	Option C 3 Years
56 Kbps	\$80.00	\$29.00	\$29.00	\$25.00	\$25.00
64 Kbps	\$80.00	\$29.00	\$29.00	\$25.00	\$25.00
1.536 Mbps	\$150.00	\$56.00	\$56.00	\$53.00	\$53.00

(b) Per Extension - Interoffice Channel Mileage Charge, Per Mile

	Non- Recurring Charge	Month To Month	Option A 1 Year	Option B 2 Years	Option C 3 Years
56 Kbps	N/A	\$5.00	\$5.00	\$5.00	\$5.00
64 Kbps	N/A	\$5.00	\$5.00	\$5.00	\$5.00
1.536 Mbps	N/A	\$31.00	\$31.00	\$25.00	\$25.00

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 6 - CONTRACTS FOR SERVICE

6.1 General

Services may be offered by the Company on a contractual basis under one of the following arrangements:

- (A) **Payment Plans** - Tariffed services provided by the Company may be offered under contract at discounted or stabilized rates to Customers who agree to use the Company's services for specific time periods or meet other service specific criteria designated by the Company. Plan availability, qualifications, and rates for services offered with Payment Plans are specified on a per service basis in Section 4 of this tariff. Rules and regulations associated with each Payment Plan are listed in this section of the tariff. Unless otherwise specified, services furnished under a Payment Plan are subject to all general rules and regulations applicable to the provision of service by the Company as stated elsewhere in this Tariff.

- (B) **Specialty Service Arrangements (SSA)** - Under appropriate circumstances, the Company may enter into Customer-specific Specialty Service Arrangements furnished in lieu of existing tariff offerings to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each Specialty Service Arrangement shall be negotiated on an individual case basis and be mutually agreed upon between the Customer and Company. SSAs may include discounts off of rates contained in this Tariff, waivers of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the SSA may be based partially or completely on a term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 6 - CONTRACTS FOR SERVICE, (CONT'D.)

6.2 Payment Plan Number 1 (PP-1)

6.2.1 General

The regulations specified herein are applicable to all services offered under Payment Plan No. 1 ("PP-1") as indicated in each service's respective subsection of this Tariff.

Payment Plan No. 1 allows Customers to stabilize recurring rates and charges for Company services over contractual service periods. A specific monthly rate applies for the duration of each period.

When the Customer orders service to be provided under PP-1, the Customer must designate to the Company the payment option and/or service period desired. Available payment options and service periods for each service offered under PP-1 are described in that service's specific tariff section.

6.2.2 Application of Rates and Charges

Rates stabilized under Payment Plan No. 1 are exempt from Company initiated increases.

When Customers renew or change the length of their payment option or service period, the rates applicable for the new period are those currently in effect at the time of the renewal or change in the length of the period(s).

LOCAL EXCHANGE SERVICES TARIFF

SECTION 6 - CONTRACTS FOR SERVICE, (CONT'D.)

6.2 Payment Plan Number 1 (PP-1), (Cont'd.)

6.2.3 Termination Liability Charge

In the event that all or any part of a service is disconnected at Customer request prior to expiration of any selected payment period of greater than one month's duration, the Customer will be required to pay a Termination Liability Charge unless specifically stated otherwise in that service's start.

The Termination Liability Charge is determined by multiplying the number of months remaining in the contract payment period by the contracted monthly rate by 90 percent.

The Tariff provisions concerning termination liability for recurring charges only shall not be applicable to any state, county, or municipal governmental entity when there is in effect as a result of action by such entity and through a duly constituted legislative, administrative, or executive body: a statute; an ordinance; a policy directive; or a constitutional provision which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding. When service is being provided and funding to the governmental entity for such service becomes unavailable, the governmental entity may cancel the service without additional payment obligation. Provided, however, that if the governmental entity cancels the service for any reason other than the unavailability of funds, the termination liability provisions in the Tariff shall apply.

A statement will be included in any written contract or service agreement executed between the Company and the Customer informing the Customer that early termination liabilities apply as described in this tariff.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 6 - CONTRACTS FOR SERVICE, (CONT'D.)

6.2 Payment Plan Number 1 (PP-1), (Cont'd.)

6.2.4 Additions to Services

- (A) Additions of services or rate elements - e.g., Ports - must be under a PP-1 arrangement at rates and charges as specified in 6.2.2 preceding.
- (B) Termination charges for premature disconnection of added contractual services will apply as set forth under Disconnects in 6.2.5 following.
- (C) Additions under PP-1 arrangements are exempt from Company-initiated rate changes for all payment periods longer than one month.
- (D) Installation and any other nonrecurring charges, as specified in this Tariff, will apply to the added services.

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SECTION 6 - CONTRACTS FOR SERVICE, (CONT'D.)

6.2 Payment Plan Number 1 (PP-1), (Cont'd.)

6.2.5 Disconnect of Services

- (A) When a service or rate element, included under a PP-1 arrangement, is disconnected prior to expiration of the selected service period, Termination Liability Charges may apply as set forth in 6.2.3 preceding. Remaining services or rate elements will not be affected by such disconnections.

- (B) When a tariffed service under a PP-1 arrangement is disconnected prior to the expiration of a selected service period as a result of a Customer requested change of a service which is specifically allowed without Termination Liability Charge as set forth in that service's tariff, Termination Liability Charges will not apply when the completed service period is at least the minimum period allowable under the specific service's Payment Option (as defined in the service's specific tariff section) or twenty-five percent of the length of the originally selected PP-1 service period, whichever is greater.

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SECTION 6 - CONTRACTS FOR SERVICE, (CONT'D.)

6.2 Payment Plan Number 1 (PP-1), (Cont'd.)

6.2.6 Requests for Changes in Length of Optional Payment Period

Subsequent to the establishment of a contract with a PP-1 period, and prior to the completion of that period, the existing payment period may be replaced by:

- (A) A currently offered payment period at the current rates, with a length equal to or longer than the time remaining in the existing service agreement subject to the following conditions:
 - (1) No credit will be given for payments made during the formerly selected period.
 - (2) The new payment period begins with the new PP-1 arrangement effective date.
 - (3) No termination charge applies for the remaining portion of the former payment period.
 - (4) Nonrecurring charges will not be reapplied.

- (B) A currently offered payment period at the current rates, with a length shorter than the time remaining in the existing service agreement subject to the following conditions:
 - (1) No credit will be given for payments made during the formerly selected period.
 - (2) The new payment period begins with the new PP-1 arrangement effective date.
 - (3) A Termination Liability Charge applies for the remaining portion of the former payment period.
 - (4) Nonrecurring charges will not be reapplied.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 6 - CONTRACTS FOR SERVICE, (CONT'D.)

6.2 Payment Plan Number 1 (PP-1), (Cont'd.)

6.2.7 Renewal Options

- (A) The Customer may renew a Payment Plan according to one of the following renewal options:
- (1) **Renewal Option 1** - Prior to completion of the current payment period available under the PP-1 arrangement may be selected at the rates in affect for new Customers at the time of the renewal. The Customer will be charged at the current rate for the newly selected payment period, commencing the day following completion of the prior payment period.
 - (2) **Renewal Option 2** - If the Customer does not elect an additional payment period or does not request discontinuance of service, service will be continued on a month-to-month basis at the current rate for the one-month payment period, unless otherwise specified in this Tariff. The Customer has no additional service commitment and, consequently, when service is terminated will not be subject to any termination charge. The one-month service will be subject to Company-initiated rate adjustments when approved by regulatory authority.
- (B) Non-Recurring charges are not applicable for rate elements renewed under PP-1. Any new rate element added at the time of renewal will be subject to all appropriate non-recurring charges.
- (C) The Company may discontinue or change any or all renewal options with approval of the appropriate regulatory authority.
- (D) When a Customer renews a PP-1 arrangement, the rates and charges in effect on the first day of service of the renewal will apply.

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SECTION 6 - CONTRACTS FOR SERVICE, (CONT'D.)

6.2 Payment Plan Number 1 (PP-1), (Cont'd.)

6.2.7 Renewal Options, (cont'd.)

- (E) Recognition of previous service will be given to Customers who renew an existing PP-1 arrangement for all associated rate elements at the same location(s), provided that the length of the new PP-1 arrangement is at least the minimum service period allowable under Payment Option A (as defined in the service specific tariff section) or equals/exceeds the remaining service period of the original PP-1 arrangement,
- (F) Recognition of previous service back to the actual service date will be given to month-to-month Customers who convert to a PP-1 arrangement.

6.2.8 Transfer of Service

Service may be transferred to a new Customer at the same location upon prior written concurrence by the new Customer as specified in this Tariff. This does not constitute a disconnect of service or a discontinuance of an existing PP-1 arrangement. The new Customer will be subject to all provisions and equipment configurations currently in effect for the previous Customer. Regulations concerning transfer of service between subscribers are stated in other sections of this Tariff.

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SECTION 6 - CONTRACTS FOR SERVICE, (CONT'D.)

6.2 Payment Plan Number 1 (PP-1), (Cont'd.)

6.2.9 Moves of Service(s)

Payment options and service periods will not be affected nor will Termination Liability Charges apply when a Customer requests a move of service under PP-1 from one location to another location subject to the following:

- (A) The original and new premises locations must be in Company territory within the same state.
- (B) The move from the original location to the new location must be completed within thirty days of the original premises disconnect date.
- (C) No lapse in billing will occur for moves of service under PP-1,
- (D) Orders to disconnect the existing service and re-establish it at the new location must be related.
- (E) Any rate elements - such as, Ports - from the original location that are not re-established at the new location will be subject to applicable Termination Liability Charges.
- (F) All regulations and charges for changes made to the service coincident to that move shall apply.
- (G) All appropriate nonrecurring charges for moves of service as specified in this Tariff will apply.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 7 - PROMOTIONS AND OPTIONAL CALLING PLANS

7.1 Promotions - General

From time to time, the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area, and will comply with all applicable Commission regulations. The Company will notify the Commission prior to the effective date of any promotional offering.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 8 - SPECIAL ARRANGEMENTS

8.1 Non-Routine Installation and/or Maintenance

At the Customer's request, installation and/or maintenance may be performed outside Company regular business hours, or (in sole discretion of the Company and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and 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.

8.2 Individual Case Basis (ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer for service that vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in the Rate Attachment. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this Tariff within 30 days after the contract is signed by both the Company and the Customer.

8.2.1 The following information will be included in the summary:

- (A) LATA and type of switch
- (B) The V&H distance from the central office to the Customer's premises
- (C) Service description
- (D) Rates and charges
- (E) Quantity of circuits
- (F) Length of the agreement.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 9 - LOCAL EXCHANGE SERVICES

9.1 Local Calling Area

The Company will provide Local Exchange Service within the state of Idaho initially in the areas served by Qwest Communications, Inc. The local calling area mirrors the local calling area for basic local exchange service provided by the incumbent local exchange company for the same exchange.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 9 - LOCAL EXCHANGE SERVICES, (CONT'D.)

9.2 Service Connection Charges

9.2.1 Line Connection Charges

**Nonrecurring
Charge**

Line Connection Charge, First Line
Line Connection Charge, Additional Line (each)
Line Change Charge, First Line
Line Change Charge, Additional Line (each)
Secondary Service Charge
Premise Work Charge
 1st 15 minute increment of fraction thereof
 Ea. Addl. 15 minute increment or fraction thereof

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 9 - LOCAL EXCHANGE SERVICES, (CONT'D.)

9.2 Service Connection Charges, (Cont'd.)

9.2.2 Other Connection Charges

(A) Service Restoral

A Service Restoral charge applies when service is reconnected after suspension but not disconnection as provided in Section 2.11 of this tariff. The Service Restoral charge applies in addition to all other applicable charges.

Service Restoral

(B) Primary Interexchange Carrier (PIC) Change Charge

A PIC Change charge applies when the Customer changes the primary interexchange service on a business or residence exchange line after the initial installation of service.

Per PIC Change, per line

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 9 - LOCAL EXCHANGE SERVICES, (CONT'D.)

9.3 Business Services

9.3.1 Business Service Package

(A) Description

The Business Service Package provides exchange telecommunications service combined with other unregulated services such as wireless, internet service, paging, etc. The package contains one single party (individual) flat rate business line. The retail value of the local service portion is shown below. The service will only be offered in a package with unregulated services and will not be provided on a stand alone basis. Up to two additional flat rate business lines may be added along with optional features at the rates specified below.

(B) Rates

Business Service Package	Monthly
Business line included in package	\$38.44
Additional business line	\$38.44
Business Rotary, per line	\$10.00

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 9 - LOCAL EXCHANGE SERVICES, (CONT'D.)

9.3 Business Services, (Cont'd.)

9.3.2 Business Optional Features

(A) Description

The following optional calling features are available to all Business Customers on a monthly basis where facilities and services permit. Customers are allowed unlimited use of each feature. Multiline customers must order the appropriate number of features based on the number of lines which will have access to the feature. Optional Calling Features may be combined in feature packages with unregulated services or purchased on a stand alone basis to be added to the Business Service Package.

When features are changed or added to a line subsequent to the initial installation, a Secondary Service Charge in Section 3.7.1 will apply.

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SECTION 9 - LOCAL EXCHANGE SERVICES, (CONT'D.)

9.3 Business Services, (Cont'd.)

9.3.2 Business Optional Features, (cont'd.)

(B) Rates

Optional Calling Features	Monthly
Call Waiting/Cancel Call Waiting	
Call Forwarding	
Call Forwarding	
Speed Call 8	
Speed Call 30	
Three Way Calling	
Repeat Dialing	
Call Return	
Call Block	
Call Selector	
Preferred Call Forwarding	
Call Block	
Call Tracing	
Caller ID - Number	
Caller ID - Deluxe with Anonymous Call Block	
Caller ID - Deluxe without Anonymous Call Block	
Caller ID - Name and Number with Call Waiting ID	

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SECTION 9 - LOCAL EXCHANGE SERVICES, (CONT'D.)

9.3 Business Services, (Cont'd.)

9.3.3 Business Per Activation Calling Features

(A) Description

The following features are available to all Business Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

Denial of per call activation for Three-Way Calling, Automatic Busy Redial and Automatic Call Return from any line or trunk is available to Customers upon request at no additional charge.

(B) Rates

Optional Calling Features	Per Activation
Three-Way Calling	\$0.75
Automatic Busy Redial	\$0.75
Automatic Call Return	\$0.75

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 9 - LOCAL EXCHANGE SERVICES, (CONT'D.)

9.4 Optional Calling Services

9.4.1 Remote Call Forwarding

(A) Description

Remote call Forwarding (RCF) is a service that can be added to a basic package, whereby a call placed from a station (the originating station) to a subscriber's telephone number in one exchange (the call forwarding location) is automatically forwarded by Telephone company central Office equipment to another station designated by the RCF subscriber. RCF is offered subject to available facilities.

Rates shown below are for local calling where the originating and terminating locations are in the same local calling area. Additional charges will apply for extended calling, intraLATA toll as appropriate.

(B) Rates

	Installation Charge	Monthly Charge
Business, per line		

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 9 - LOCAL EXCHANGE SERVICES, (CONT'D.)

9.5 Directory Assistance

The Customer may request a maximum of two telephone numbers per call to Directory Assistance Service.

	Per Call
Directory Assistance	
Directory Assistance, call completion	

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 9 - LOCAL EXCHANGE SERVICES, (CONT'D.)

9.6 Directory Listings

9.6.1 Listing Services

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge.

(A) Non-Published Service

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

(B) Non-Listed Service

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

9.6.2 Rates

Monthly

Additional Listing - Residence
Additional Listing - Business
Non-Published Service
Non-Listed Service

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