

MILLENNIUM NETWORKS, LLC
104101 US Hwy 89
P.O. Box 226
Freedom, WY 83120

ID. PUC TARIFF NO. 1
CANCELS _____
REVISED _____

SHEET NO. 1
SHEET NO. ____
SHEET NO. ____

MILLENNIUM NETWORKS, LLC
Schedule of
GENERAL REGULATIONS FOR EXCHANGE SERVICES
Applying to the
Local Exchange Services and Facilities of this Company
in the State of Idaho

Issued: May 10, 2010
Effective: June 1, 2010
By: Legal & Regulatory Administrator

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING
June 1, 2010
Boise, Idaho

MILLENNIUM NETWORKS, LLC
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Freedom, WY 83120

ID. PUC TARIFF NO. 1
CANCELS Original
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SHEET NO. 2
SHEET NO. 2
SHEET NO. 2

CHECK SHEET

Current sheets in the price list are as follows:

<u>Sheet Revision</u>	<u>Sheet Revision</u>
1 Original	21 Original
2 Original	22 Original
3 Original	23 Original
4 Revised No. 1	24 Original
5 Revised No. 1	25 Original
6 Revised No. 1	26 Revised No. 1
7 Original	27 Revised No. 1
8 Original	28 Revised No. 1
9 Original	29 Revised No. 1
10 Revised No. 1	30 Revised No. 1
11 Original	31 Revised No. 1
12 Original	32 Revised No. 1
13 Original	33 Revised No. 1
14 Original	34 Revised No. 1
15 Original	35 Revised No. 1
16 Original	36 Revised No. 1
17 Original	37 Revised No. 1
18 Original	38 Revised No. 1
19 Original	39 Revised No. 1
20 Original	

Issued: August 23, 2011
Effective: September 1, 2011
By: Legal & Regulatory Administrator

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING
September 1, 2011
Boise, Idaho

TABLE OF CONTENTS

	<u>Page No.</u>
Title Page	1
Price list Check Sheet	2
Table of Contents	3
Application of Price list	7
Symbols	7
Contact Information	8
SECTION 1.0 – DEFINITIONS	9
SECTION 2.0 - REGULATIONS	
2.1 Undertaking of the Company	13
2.1.1 Scope.....	13
2.2 Shortage of Equipment or Facilities	14
2.3 Selection of Transmission	14
2.4 Notification of Service-Affecting Activities	15
2.5 Provision of Equipment and Facilities	15
2.6 Terms and Conditions	16
2.7 Non-Routine Installation and Special Construction	16
2.7.1 Non-Routine Installation.....	16
2.7.2 Special Construction	17
2.7.3 Advance Payment	17
2.8 Ownership of Facilities	17
2.9 Rights-of-Way	17
2.10 Liability	17
2.10.9 Exculpatory Clause	19
2.11 Indemnification	19
2.11.1 Claims and Demands for Damages.....	19
2.12 Conflicts Between Price List and Commission Rules	20
2.13 Allowances for Interruptions in Service	20

TABLE OF CONTENTS (CONT'D)

	<u>Page No.</u>
SECTION 2.0 - REGULATIONS (Cont'd)	
2.13.1 Credit for Service Interruptions	20
2.13.2 Limitations on Allowance.....	21
2.14 Obligations of the Customer	22
2.15 Prohibited Uses	23
2.15.1 Abuse	23
2.15.2 Fraudulent Use.....	23
2.15.3 Damages.....	23
2.16 Payments	24
2.16.1 Customer Obligations	24
2.16.2 Disputed Bills.....	24
2.16.3 Payment Arrangements.....	25
2.17 Taxes, Charges and Fees	26
2.18 Deposits	26
2.19 Refusal or Termination of Services	26
2.19.1 Grounds for Refusal to Establish Service	27
2.19.2 Grounds for Termination with Written Prior Notice	27
2.19.3 Grounds for Termination without Written Prior Notice	28
2.19.4 Notice of Disconnection	29
2.19.4.1 Seven-Day Notice	29
2.19.4.2 Twenty-Four Hour Notice.....	29
2.19.4.3 Additional Notice.....	29
2.19.5 Customer Cancellation of Service	30
2.20 Restoration of Service	30
2.21 Assignment	31
2.22 E-911	31
2.23 Public Notice	31

TABLE OF CONTENTS (CONT'D)

	<u>Page No.</u>
SECTION 3.0 – LOCAL EXCHANGE SERVICES	
3.1 General	31
3.2 Service Descriptions	32
3.2.1 Residential Service.....	32
3.2.2 Business Service	32
3.2.3 Directory Assistance Service	34
3.2.3.1 Undertaking of the Company	34
3.2.3.2 Limitations	34
3.2.3.3 Obligations of the End User.....	34
3.2.3.4 Payment Arrangements and Credit Allowances	34
3.2.3.5 Rates.....	35
3.2.4 Special Service Arrangements	35
3.2.4.1 Undertaking of the Company	35
3.2.4.2 Limitations	35
3.2.4.3 Obligations of the End User.....	35
3.2.4.4 Payment Arrangements and Credit Allowances	35
3.2.4.5 Rates.....	36
3.2.5 Vacation Service	36
3.2.5.1 Undertaking of the Company	36
3.2.5.2 Limitations	36
3.2.5.3 Obligations of the End User.....	36
3.2.5.4 Payment Arrangements and Credit Allowances	36
3.2.6 Calling Features	37
3.2.6.1 Limitations	37
3.2.7 Number Services	38
3.2.7.1 Nonlisted Number Service	38
3.2.7.2 Nonpublished Number Service	38

TABLE OF CONTENTS (CONT'D)

	<u>Page No.</u>
SECTION 3.0 – LOCAL EXCHANGE SERVICES (Cont'd)	
3.2.8 Miscellaneous Charges	38
3.2.8.1 Installation Charges	38
3.2.8.2 Labor and Other Services Charges	38
3.2.8.3 Payment Related Charges	38
3.2.8.4 Special Service Arrangements – Per Month	38
SECTION 4.0 – RATES	
4.1 Exchange Ordering and Installation Service	39
4.2 Payment Related Charges	39
4.3 Local Exchange Service.....	39
4.4 Promotional Offerings	39
4.5 Special Service Arrangements – Per month/arrangement	39

APPLICATION OF PRICE LIST

MILLENNIUM NETWORKS, LLC (hereinafter "The Company") has been authorized by the Idaho Public Utilities Commission (Idaho PUC) to provide competitive local exchange and interexchange services.

This price list sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local exchange services to residential and small business customers within the Soda Springs service area boundary, as shown on Exhibit "M-1" attached hereto. The rates and rules contained herein are subject to change pursuant to the rules and regulations of the Idaho PUC.

The provision of Local Exchange Service by the Company as set forth in this price list does not constitute a joint undertaking with the end user or customer for the furnishing of any service.

EXPLANATION OF SYMBOLS USED IN THIS PRICE LIST

The following symbols shall be used to describe specific changes made to the original price list.

- (C) - To signify changed regulation
- (D) - To signify discontinued rate or regulation
- (I) - To signify increased rate or charge
- (M) - To signify matter relocated without change
- (N) - To signify new rate or regulation
- (R) - To signify reduced rate or charge
- (S) - To signify reissued matter
- (T) - To signify a change in text but no change in rate or regulation
- (Z) - To signify a correction in text

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CONTACT INFORMATION

MILLENNIUM NETWORKS, LLC

Doing business as: SILVER STAR BROADBAND

Street: 1670 North Highway 33, Driggs, ID 83422

Mailing: P.O. Box 226, Freedom, WY 83120

Phone: 208-547-4341

Fax: 208-547-4833

Email: millennium@silverstar.com

Customer Contact -

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

Customer Service and/or Maintenance: (877) 947-4341

Commission Contact -

For complaints, inquiries and matters concerning rates and price lists.

Matters concerning customer service:

Jason Jenkins
Supervisor
Phone: (208) 547-4341
Fax: (208) 547-4833
Email: jjenkins@silverstar.net

Matters concerning tariffs and regulatory affairs:

Michelle Motzkus
Legal & Regulatory Administrator
Phone: (307) 883-6690
Fax: (307) 883-2575
Email: mamotzkus@silverstar.net

Issued: May 10, 2010
Effective: June 1, 2010
By: Legal & Regulatory Administrator

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1.0 DEFINITIONS

The following words and terms when used in this price list shall have the meaning set out by this section.

Access Lines: Telephone facilities which permit access to and from the Customer's premises and the telephone exchange or serving central office.

Advance Payment: A payment required before the start of service. Advanced payment may consist of any required construction cost, all appropriate non-recurring charges, and an estimate of the first month's recurring charges. Advance Payments will be applied to the first bill rendered by Company following implementation of services.

Agent: A business representative authorized by the Company to bring about, modify, affect, accept performance of, or terminate contractual obligations between the Company and its applicants or Customers.

Applicant: A person who applies for telecommunications service. Includes persons seeking reconnection of service after Company-initiated termination.

Application: A request made in writing for telephone service.

Authorized User: A person, firm or corporation that is authorized by the Company to be connected to the service of the Customer or joint user.

Automatic Number Identification (ANI): The automatic transmission of a calling party's billing account telephone number to a local exchange Company, interexchange carrier or a third party subscriber. The primary purpose of ANI is for billing of toll calls.

Basic Rate Area: A specific geographic area, within which the schedule rates for local exchange service apply without exchange line mileage and without special rates in lieu of mileage.

Business End User: An end user being provided Local Exchange Service in the Company's service area, where the Customer's use of the telecommunications services is primarily of a business, professional, institutional or other occupational nature or where the service or any part of the service is provided at a business location or listed in the yellow pages.

1.0 DEFINITIONS, (Cont'd.)

Call: The term "Call" denotes an end user attempt for which the complete address code (i.e., 0-, 0+, 1, 911, 7 digits, or 10 digits) is provided to the serving dial tone office.

Cancellation Charge: A charge determined at the time of cancellation to recover the cost of Company expenses and unrecoverable materials (either used or depreciated) or a minimum of one (1) month charge for the service ordered, whichever is higher.

Central Office: Company facilities where subscriber lines are connected to each other through switching equipment for placing local and long distance telephone calls.

Company: Millennium Networks, LLC dba Silver Star Broadband

Construction Charge: A special separate non-recurring charge made for the construction of facilities in excess of those contemplated under the rates quoted in the exchange tariffs.

Customer or Subscriber: The person, firm or corporation that orders service and is responsible for the payment of charges for that service and for compliance with the Company's regulations related to that service.

Directory Assistance (Intrastate): The term "Directory Assistance" denotes the provision of telephone numbers by a Company operator when the operation location is accessed by an end user by dialing 1 + 208 + 555-1212, or 1411.

Emergency: A situation which exists when serious sickness or public safety is involved.

Exchange Service Order or End User Service Order Charge: A charge for preparing the order to connect, install, rearrange, move or repair Company facilities for the end user.

Individual Case Basis: The term "Individual Case Basis" denotes a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each case.

Installation Charge: A non-recurring charge made either prior to or at the time of the installation of local exchange service, in addition to Exchange Service Order Charges and other applicable charges for use of telephone facilities.

1.0 DEFINITIONS, (Cont'd.)

Nonlisted Service: A directory listing service wherein a Customer is not listed in the published directory, but is listed in the directory assistance database.

Nonpublished Service: A directory listing service wherein a Customer is not listed in the published directory or in the directory assistance database.

Non-Recurring Charge: a one-time charge associated with installations, rearrangements, connections, certain repairs, and charges that are in addition to recurring monthly service charges.

Off-hook: The term "Off-hook" denotes the active condition of Switched or a Local Exchange Common Line Service.

On-hook: The term "On-hook" denotes the idle condition of Switched or a Local Exchange Common Line Service.

Point of Termination: The term "Point of Termination" denotes the point of demarcation (protector) within the end user designated premises at which the Company's responsibility for the provision of Local Exchange Service ends.

Premises: The buildings, portion or portions of a building on continuous property used and/or occupied by the end user in the conduct of his/her business or as a residence. Where floor space in adjoining building is made continuous at one or more floor levels, all floor space in both buildings is considered as the same premises insofar as the end user who uses and occupies such continuous floor space is concerned. The two buildings otherwise are considered as separate buildings.

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

Repair Charge: (Maintenance Visit): A charge to repair Company facilities on the end user premises that were damaged either accidentally or intentionally.

Residential Service: Telephone Service provided to customers where the actual or obvious use of the service either by him/herself, members of his/her household, guests or parties calling can be considered as more of a residential (social or domestic) than a business nature.

1.0 DEFINITIONS, (Cont'd.)

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless the Customer refuses to accept service because it does not conform to the standards set forth in the Service Order or in this price list, in which case the Service Commencement Date is the date on which the Customer accepts service. The Company and the Customer may agree on a substitute Service Commencement Date.

Service Order: The written order for Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the obligations of the respective parties as set forth therein and pursuant to this price list; except that the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Shortage of Facilities or Equipment: The term "Shortage of Facilities or Equipment" denotes a condition which occurs when the Company does not have appropriate cable, switching capacity, bridging or multiplexing equipment, etc., necessary to provide the Local Exchange Service requested by the end user.

Small Business Service: Telephone service provided to businesses with five (5) or fewer lines.

Subject to Availability of Equipment: The term "Subject to Availability of Equipment" denotes the equipment in question is installed, in operating condition, and has the required capacity available in the end office of the Company.

Temporary Service: Local Exchange Service definitely known to be required for a short period of time, such as service provided for contractors or owners for use during construction of a building, sales campaign, athletic contests, conventions, fairs, circuses, etc.

Termination of Service: A charge applied under certain conditions when a contract for service is terminated by the end user before the expiration of the initial contract period.

2.0 REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

- A. The Company undertakes to furnish local exchange communications service pursuant to the terms of this price list. The Company does not undertake to transmit messages under this price list.
- B. The Company shall be responsible only for the installation, operation and maintenance of the services it provides. The Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.
- C. The services offered herein may be used for any lawful purpose. The services the Company offers shall not be used for any unlawful purposes or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- D. There are restrictions on sharing or resale of the Company's services. The Customer remains liable for all obligations under this price list even if such sharing or resale arrangements exist regardless of the Company's knowledge of these arrangements. If service is jointly ordered by more than one Customer, each is jointly and severally liable for all obligations.
- E. A Customer may not assign or transfer the use of services provided under this price list; however, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:
 - (1) another Customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes, in writing, all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, subject to notification of the Company if any; or
 - (2) a court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of minimum period and the termination liability applicable to such services, if any.

2.0 REGULATIONS, Cont'd.

2.1 Undertaking of the Company

2.1.1 Scope

- (3) in all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer which acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.
- (4) The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for all long distance toll existing prior to the time of the assignment or transfer, unless other specific arrangements have been made.
- F. Company 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 any price lists of such other communications carriers.
- G. The services of the Company are furnished for the transmission of voice communications but may also be used for data, facsimile, signaling, metering, or other similar communications, subject to the transmission capabilities of the technologies or combination of technologies available. Service is available twenty-four hours a day, seven days a week.

2.2 Shortage of Equipment or Facilities

The furnishing of service under this price list is subject to the availability on a continuing basis of all facilities necessary to provide the service. Services will be provided using Millennium Networks' or its affiliate Company's facilities.

2.3 Selection of Transmission

The Company selects and/or arranges for the channels and/or service components and underlying network facilities used to provide service. The Company may modify or change the channels, service components and underlying Company facilities or the underlying carrier at any time subject to Part 68 of the FCC's Rules and Regulations and this price list.

2.0 REGULATIONS (Cont'd.)

2.4 Notification of Service-Affecting Activities

The Company will provide the Customer with reasonable notification of service-affecting activities that may occur during the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service-affecting activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements. Notification to the Customer may not be possible with some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage.

2.5 Provision of Equipment and Facilities

2.5.1 The Company shall make a reasonable effort to provide service to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this price list.

2.5.2 The Company shall make a reasonable effort to maintain facilities that it furnishes to the Customer. The Customer shall not, and the Customer shall not permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

2.6 Terms and Conditions

2.6.1 Service is provided on a minimum term basis of at least one month, using 24-hours per day for each day of the month. For purposes of this price list, a month is considered to have thirty days. All calculations of dates set forth in this price list shall be based on calendar days, unless otherwise specified herein.

2.6.2 This price list shall be interpreted and governed by the laws of the State of Idaho and the Rules issued by the Idaho Public Utilities Commission.

2.0 REGULATIONS (Cont'd.)

2.7 Non-routine Installation and Special Construction

2.7.1 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.

2.7.2 Special Construction

Subject to the agreement of the Company, special construction of facilities may be undertaken on a reasonable effort basis at the request of the Customer. Special construction may include that construction undertaken:

- (a) where facilities are not presently available;
- (b) of a type other than that which the Company would normally utilize in the furnishing of its service;
- (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 utilize in the furnishing of its services;
- (e) on an expedited basis;
- (f) on a temporary basis until permanent facilities are available;
- (g) involving abnormal costs; or
- (h) in advance of normal construction.

Special construction will be undertaken at the discretion of the Company consistent with budgetary responsibilities and consideration for the effect on the Company's other Customers and contractual responsibilities.

2.0 REGULATIONS (Cont'd.)

2.7 Non-routine Installation and Special Construction, (cont'd.)

2.7.3 Advance Payment.

If required by the Company, the Customer shall make an advance payment before services are furnished and such advance payment will be credited to the Customer's initial bill. The Company may require such an advance payment, in addition to a deposit, when additional costs are incurred to perform special or extraordinary construction to provide services required by the customer.

2.8 Ownership of Facilities

Title to all facilities and equipment, and related plans and proposals, provided by the Company in furnishing service remains with the Company, its agents or contractors. Such facilities and equipment, plans and proposals shall be returned to the Company by the Customer whenever requested, within a reasonable period following the request and in as good condition as reasonable wear will permit.

2.9 Rights-of-Way

Provisioning of the Company's services is subject to and contingent upon the Company's ability to obtain and maintain rights-of-way and access to public and private property necessary for installation of the facilities used to provide the Company's services to the Customer's service point as agreed to by the Company.

2.10 Liability

2.10.1 The Company's liability, if any, for its willful misconduct is not limited by this price list. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, and subject to the provisions of (B) through (G) following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the end user under this tariff as a Credit Allowance for a Service Interruption.

2.10.2 The Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.

2.0 REGULATIONS (Cont'd.)

2.10 Liability (cont'd.)

- 2.10.3 The Company is not liable for damages to the Customer's premises directly resulting from the installation and removal of telephone equipment and associated telephone wiring.
- 2.10.4 The Company shall be indemnified, defended and held harmless by the end user against any claim, loss or damage arising from the end user's use of services offered under this tariff, involving:
- (A) claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's own communications;
 - (B) claims for patent infringement arising from the end user's acts combining or using the service furnished by the Company in connection with facilities or equipment furnished by the Customer, or;
 - (C) all other claims arising out of any act or omission of the Customer in the course of using services provided pursuant to this tariff.
- 2.10.5 The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere, electrical substation or switching station. The Company shall be indemnified, defended and held harmless by the Customer from any and all claims by any person relating to such Customer's use of services so provided.
- 2.10.6 No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this price list.
- 2.10.7 The Company's failure to provide or maintain services under this price list shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control, subject to the Credit Allowance for Service Interruption as set forth in 2.13.1 following.

2.0 REGULATIONS (Cont'd.)

2.10 Liability (cont'd.)

2.10.8 The included price list language does not constitute a determination by the Commission that a limitation of the 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 cause.

2.10.9 Exculpatory Clause

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

2.11 Indemnification

2.11.1 Claims and Demands for Damages

- A. With respect to claims of patent infringement made by third persons, the Customer shall defend, indemnify, protect and save harmless the Company, its employees, or agents from and against all claims arising out of the combining with, or use in connection with, the services provided under this price list, any circuit, apparatus, system or method provided by a Customer.
- B. The Customer shall defend, indemnify and save harmless the Company, its employees or agents from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance or removal of the Customer's circuits, facilities or equipment connected to the Company's facilities. Services provided under this price list include, without limitation, Workers Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of

2.0 REGULATIONS (Cont'd.)

2.11 Indemnification, (cont'd.)

2.11.1 Claims and Demands for Damages (cont'd.)

communications transmitted over Customers' circuits, facilities or equipment, and proceedings to recover taxes, fines or penalties for failure of the end user to obtain or maintain in effect any necessary certificates, permits, licenses or other authority to acquire or operate the services provided under this price list; provided, however, the foregoing indemnification shall not apply to suits, claims and demands to recover damages for damage to property, death or personal injury unless such suits, claims or demands are based on the tortious conduct of the Customer or its agents.

- C. The Customer shall defend, indemnify and save harmless the Company, its employees or agents from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the Customer or third parties arising out of any act or omission of the Customer in the course of using services provided under this price list.

2.12 Conflicts Between Price List and Commission Rules

If this Price List contains provisions that deny or restrict a Customer's rights otherwise protected by Commission rules, Commission rules supersede any conflicting tariff or price list provisions that deny or restrict any of those rights, unless otherwise ordered by the Commission, court order, or statute.

2.13 Allowances for Interruptions in Service

A credit allowance will be given for interruptions of service, subject to the provisions of this section.

2.13.1 Credit for Service Interruptions

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

2.0 REGULATIONS (Cont'd.)

2.13 Allowances for Interruptions in Service, (cont'd.)

2.13.1 Credit for Service Interruptions (cont'd.)

An interruption period starts when inoperative service is reported to the Company by the Customer, and ends when the service is operative.

2.13.1.1 The Company must restore service: within sixteen (16) hours after the report of the outage if the customer notifies the telephone company that the service outage creates an emergency; or within 24 hours after the report of the outage if no emergency exists.

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

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

2.13.2 Limitations on Allowances

No credit allowance will be made for:

2.13.2.1 interruptions due to the negligence, willful neglect, misuse or abuse of the Customer, or noncompliance with, or acts of omission regarding the provisions of this price list by the Customer, authorized user or joint user;

2.13.2.2 interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

2.13.2.3 interruptions of service during a period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; or

2.0 REGULATIONS (Cont'd.)

2.13 Allowances for Interruptions in Service, (cont'd.)

2.13.2 Limitations on Allowances, (cont'd.)

2.13.2.4 interruption of service due to circumstances or causes beyond the control of the Company and affecting large groups of customers.

2.13.2.5 interruption of service where the outage is in the customer's inside wire or customer's premises equipment, or customer owned drop.

2.13.2.6 interruption of service due to conditions where service has been temporarily or permanently discontinued for nonpayment of bills, provided proper notice has been given.

2.14 Obligations of the Customer

2.14.1 The Customer shall provide at no charge, as specified by the Company, any personnel, equipment, space, power, heating and air conditioning needed to operate, and maintain a proper operating environment for the Company's facilities and equipment installed on the Customer's premises

2.14.2 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 herein 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.

2.14.3 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.

2.0 REGULATIONS (Cont'd.)

2.15 Prohibited Uses

The Customer shall not use or allow the use of the Company's facilities or equipment installed at the Customer's premises for any purpose other than that for which the Company provides it, without the prior written consent of the Company.

2.15.1 Abuse

The abuse of Company Services is prohibited. Abuse includes, but is not limited to, the following activities:

- (a) Using service to make calls that might reasonably be expected to frighten, torment, or harass another.
- (b) Using service in such a way that it interferes unreasonably with the use of Company services by others.

2.15.2 Fraudulent Use

The fraudulent use or the intended or attempted fraudulent use of service is prohibited and can result in the discontinuance of services as set out by this price list. Fraudulent use consists of using or attempting to use service with the intent to avoid the payment, either in whole or in part, of the price listed charges for the service including but not limited to:

- (a) rearranging, tampering with, or making connections not authorized by this price list to any network components used to furnish service; or
- (b) using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices, or electronic devices.

2.15.3 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this price list caused by the negligence or willful act of the Customer, its employees or agent, resulting from the Customer's, employee's or agent's improper use of the Company facilities, or due to malfunction of any facilities or equipment provided by other than the Company. Such damages will be the actual cost of the materials and the actual hours required for repair of the damage multiplied by the appropriate labor rate.

2.0 REGULATIONS (Cont'd.)

2.15 Prohibited Uses

2.15.3 Damages

Nothing in the foregoing provision shall be interpreted to hold one end user liable for another end user's actions. The Company will, upon reimbursement for damages, cooperate with the end user in prosecuting a claim against the person causing such damage and the end user shall be surrogated to the right of recovery by the Company for the damages to the extent of such payment.

2.16 Payments

2.16.1 Customer Obligations

2.16.1.1 The Customer shall pay outstanding charges in full within 20 days of the invoice date. Charges normally will be invoiced in advance with monthly recurring charges invoiced on or about the first of the month for which the charges apply. Amounts not paid within 20 days after the date of the invoice are considered delinquent.

2.16.1.2 The Customer shall pay all charges for use of the service by any persons whether or not authorized by the Customer, except in those instances where it has been determined that the Customer's present and former employees, agents and authorized users were not responsible for calls billed to the Customer via third party billing and the Company did not verify that the charges for the call would be accepted. The Customer is not responsible for unauthorized use of service to the extent such use is proximately caused by the Company's willful or negligent act.

2.16.2 Disputed Bills

2.16.2.1 Any Customer who disputes a portion of a bill rendered for Company services shall pay the undisputed portion of the bill and notify the Company that such unpaid amount is in dispute within thirty (30) days of receipt of the bill. If such notice is not received by the Company within thirty (30) days as indicated above, the Company shall consider the bill statement to be due and payable in full by the Customer. Payment of the amount due by the Customer does not constitute a waiver of the Customer's rights under the provisions of IDAPA

2.0 REGULATIONS (Cont'd.)

2.16 Payments, (cont'd.)

2.16.2 Disputed Bills (cont'd.)

31.41.01.204 to challenge any billing amount due or paid to the Company.

2.16.2.2 In the event a Customer and the Company cannot resolve a billing dispute to their mutual satisfaction, the Customer may contact the Idaho PUC and proceed in accordance with the Idaho PUC's Rules. The address and telephone numbers for the Idaho PUC are:

Idaho Public Utilities Commission
P.O. Box 83720
Boise Idaho 83720-0074
334-0300 (within the local calling area)
1-800-432-0369 (from outside the local calling area)

2.16.3 Payment Arrangements

2.16.3.1 When a Customer cannot pay a bill in full, the Company may continue to serve the Customer if the Customer and the Company agree on a reasonable portion of the outstanding bill to be paid immediately, and the manner in which the balance of the outstanding bill will be paid.

2.16.3.2 In deciding on the reasonableness of a particular agreement, the Company will take into account the Customer's ability to pay, the size of the unpaid balance, the Customer's payment history and length of service, and the amount of time and reasons why the debt is outstanding.

2.16.3.3 Payments are to be applied to the undisputed balance owed by the Customer. A Customer may designate how a payment insufficient to pay the total balance due shall be applied. If applicable, and in the absence of instructions from the Customer, a partial payment shall be allocated first to local exchange services. Such payments shall be applied first to the oldest undisputed balances.

2.0 REGULATIONS (Cont'd.)

2.16 Payments, (cont'd.)

2.16.3 Payment Arrangements (cont'd.)

2.16.3.4 If a Customer fails to make the payment agreed upon by the date that it is due, the Company may, but is not obligated to, enter into a second payment arrangement.

2.16.3.5 A Customer's failure to pay for undisputed MTS charges billed by the Company may result in loss of 0+, 0- and 1+ dialing access to MTS services until such time as the customer pays the undisputed charges and applicable reconnection charges, if any.

2.16.3.6 Customer failure to pay undisputed charges for other services may result in discontinuance of those services.

2.17 Taxes, Charges, Fees

In addition to the rates and charges described in this price list, the Customer may be responsible for payment of taxes, charges or fees ordered by the FCC, Idaho PUC, the Idaho State Legislature, or local and county governments. When the Company is authorized to collect such taxes, charges or fees from the Customer, these taxes, charges and fees will be itemized separately on the Customer's bill.

2.18 Deposits

The Company may, in order to safeguard its interests, request a deposit or written guarantee. The company complies with deposit requirements as established by Idaho law.

2.19 Refusal or Termination of Services

If the Company intends to deny an available service to an applicant, the Company will provide the applicant with a written explanation of its refusal to serve. The written explanation shall include:

- (A) the reasons for denial of the service;
- (B) actions the applicant may take in order to receive the denied service; and
- (C) a statement that the Customer may file an informal or formal complaint concerning denial of the service with the Company or with the Idaho PUC.

2.0 REGULATIONS (Cont'd.)

2.19 Refusal or Termination of Services, (cont'd.)

2.19.1 Grounds for Refusal to Establish Service

The Company may refuse to establish service if any of the following conditions exist:

- 2.19.1.1 the applicant has an outstanding amount due to the Company for similar utility services and the applicant is unwilling to make acceptable arrangements with the Company for payment;
- 2.19.1.2 a condition exists that, in the Company's judgment, is unsafe or hazardous to the applicant, the general population, or the Company's personnel, agents or facilities;
- 2.19.1.3 the applicant refuses to provide the Company with a deposit after having failed to meet the credit criteria for waiver of deposit requirements;
- 2.19.1.4 the applicant is known to be in violation of the Company's price lists filed with the Commission;
- 2.19.1.5 the applicant fails to furnish such funds, suitable facilities, and/or rights-of-way which have been specified by the Company as necessary to and a condition for providing service to the applicant; or
- 2.19.1.6 the applicant has falsified his/her identity for the purpose of obtaining service.

2.19.2 Grounds for Termination with Written Prior Notice

Except as otherwise specified in this price list or Idaho PUC rules, the Company may, upon reasonable written notice to the Customer, discontinue services for any of the following reasons:

- 2.19.2.1 for nonpayment of any undisputed amounts owing to the Company;
- 2.19.2.2 for services provided to premises that have been vacated by the Customer;

2.0 REGULATIONS (Cont'd.)

2.19 Refusal or Termination of Services, (cont'd.)

2.19.2 Grounds for Termination with Written Prior Notice (cont'd.)

- 2.19.2.3 for tampering with the Company's property;
- 2.19.2.4 for violation of rules, service agreements, or filed price lists;
- 2.19.2.5 for use of Customer equipment which adversely affects the Company's property, facilities, or service to its other Customers, or upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer, or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair; or
- 2.19.2.6 for fraudulent obtaining or use of service, including, but not limited to:
 - (a) providing false information to carrier the Company regarding the Customer's identity, address, creditworthiness, or current or planned use of common communications;
 - (b) using or attempting to use service by rearranging, tampering with, or making connection to the Company's service where not authorized by this price list;
 - (c) using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - (d) any other fraudulent means or device.

2.19.3 Grounds for Termination without Written Prior Notice

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

2.0 REGULATIONS (Cont'd.)

2.19 Refusal or Termination of Services, (cont'd.)

2.19.3 Without Written Notice to Customer (cont'd.)

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

2.19.3.2 Ordered to Terminate Service. The Company is ordered to terminate service by any court, the Idaho PUC, or any other duly authorized public authority.

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

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

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

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

2.19.4 Notice of Disconnection

2.19.4.1 Seven-Day Notice

Except as otherwise provided under the provisions of IDAPA 31.41.01.303.04 and 31.41.01.305, the Company will mail to the Customer written notice of termination at least seven (7) calendar days before the proposed date of termination. The written notice will contain the information required by IDAPA 31.41.01.306.

2.0 REGULATIONS (Cont'd.)

2.19 Refusal or Termination of Services, (cont'd.)

2.19.4 Notice of Disconnection (cont'd.)

2.19.4.2 Twenty-Four Hour Notice

At least twenty-four (24) hours before actual termination, the Company will diligently attempt to contact the Customer affected to apprise the Customer of the proposed action and the steps to take to avoid or delay termination. Oral Notice will contain the same information as required by IDAPA 31.41.01.306.

2.19.4.3 Additional Notice

If the Company does not terminate service within seven (7) days after a proposed termination date, and the matter is not the subject of a pending complaint before the Idaho PUC, or if other arrangements have not been made with the Customer, the Company will again make a diligent effort to contact the Customer to advise the Customer of the proposed action. If the Company has not terminated service within twenty-eight (28) days of mailing a written notice of termination, but still intends to terminate, the Company will again issue a written notice as set out by subsection 2.19.4.1 of this price list, related to Seven-Day Notice.

2.19.5 Customer Cancellation of Service

If the Customer cancels a service order or terminates service before the completion of the term of service specified in the service order for any reason, the Customer agrees to pay to the Company all costs, fees, and expenses reasonably incurred in connection with special construction and with the term of service. In addition, the Customer may be liable for termination charges up to a maximum amount equal to the total charges applicable for the remaining term specified in the service order.

2.20 Restoration of Service

- (A) A reconnection charge shall be imposed on any Customer whose service has been discontinued pursuant to the provisions of Section 2.19 of this price list. The Company reserves the right to refuse to restore service until all amounts due have been paid.

2.0 REGULATIONS (Cont'd.)

2.20 Restoration of Service, (cont'd.)

(B) Should the Customer request that service be restored during a period other than regular working hours, such as evenings or weekends, the Customer may be required to pay an after-hour charge for service reconnection.

2.21 Assignment

The Company may, without obtaining any further consent from the Customer, assign any of its rights, privileges or obligations under this price list to any subsidiary, parent, or affiliate of the Company; pursuant to any sale or transfer of substantially all the business of the Company; or pursuant to any financing, merger or reorganization of the Company. The Customer may, upon prior written consent of the Company, which consent shall not be unreasonably withheld, assign its rights, privileges or obligations under this price list to any subsidiary, parent, or affiliate of the Customer; pursuant to any sale or transfer of substantially all the business of the Customer; or pursuant to any financing, merger or reorganization of the Customer.

2.22 E911

The Company will provide necessary Customer information to the incumbent local exchange carrier for appropriate routing of E911 calls. The Company's switches will be equipped with E911 trunks and all E911 traffic will be switched by the Company to the incumbent local exchange carrier for routing.

2.23 Public Notice

The Company shall give public notice of all proposed changes in rates. Public notice must be reasonably designed to call the attention of Customers who are affected by the changes to the proposed changes in rates. Legal advertisements alone will not be considered adequate public notice. Individual notice to all Customers affected will always constitute public notice.

3.0 LOCAL EXCHANGE SERVICES

3.1 General

Local Exchange Services provides the Customer with connection to the public switched telecommunications network. In addition, Local Exchange Service provides the Customer with a unique telephone number address on the public switched telecommunications network. Each Local Exchange Service enables the Customer to:

3.0 LOCAL EXCHANGE SERVICES, (Cont'd.)

3.1 General, (cont'd.)

- (A) receive calls from other stations on the public switched telecommunications network;
- (B) access other services offered by the Company as set forth in this price list;
- (C) access certain interstate and international calling services provided by the Company;
- (D) access the Company's operators and business offices for service related assistance;
- (E) access emergency services by dialing 0- or 9-1-1; and
- (F) access services provided by other common carriers which purchase the Company's Switched Access Services as provided under the Company's Federal and State price lists or price list, or which maintain other types of traffic exchange arrangements with the Company.

3.2 Service Descriptions

3.2.1 Residential Service

Residential Service is defined as a Customer being provided Local Exchange Service, where the actual or obvious use of the service either by him/herself, members of his/her household, guests or parties calling can be considered as more of a residential (social or domestic) than a business nature.

3.2.2 Business Service

Business Service is defined as a Customer being provided Local Exchange Service in the Company's service area, where the Customer's use of the telecommunications services is primarily of a business, professional, institutional or other occupational nature or where the service or any part of the service is provided at a business location. Under these circumstances, the service provided is classified as business service and business rates will apply. Business rates will apply to institutions such as churches, schools, hospitals, health care centers, non-profit groups and governmental bodies. The fact that business is conducted at a customer's residence, but the telephone is not used for the purpose of enticing individuals to call the residential telephone number or another telephone number in order to obtain a service or product, will not cause a customer's service

3.0 LOCAL EXCHANGE SERVICES, (Cont'd.)

3.2 Service Descriptions, (cont'd.)

3.2.2 Business Service (cont'd.)

to be classified or reclassified as a business service unless the residential telephone number is advertised by the customer in a Telephone Directory. For purposes of this definition, the customer shall include the end user, any member of the end user's household or any person residing at the end user's service address.

In the event the Customer advertises his/her residential telephone number in a business directory such as "Yellow Pages" or a similar directory, the Company will notify the Customer of its intent to reclassify the Customer's service as business service based on that advertisement. If the Customer demonstrates that he/she was unaware that such an advertisement would be viewed by the Company as a basis to reclassify residential service to business service, the Company will permit the Customer to continue receiving residential service at the residential rates, but the Company will assign the Customer a new telephone number with no connection charges on a one-time basis, with no availability of call forwarding from the disconnected number.

A customer who is currently paying a business rate and would like to change to residential service because he/she is no longer a business has the option to:

- (1) Change his/her telephone number and be charged residential rates for that new number. A service order and line connection charge will apply. If the customer chooses to advertise his/her new telephone number, his/her account will be charged business rates; or
- (2) Choose to keep his/her current telephone number. If so, the following conditions must be met:

At the time a customer requests a change in status, the Company will take the account out of his/her business name and list his/ her account under the customer name. A service order charge applies at this time. When the next telephone directory, in which the advertisement appeared, is published and there is no listing for the business name, the account rate will be changed from business to residential service. No service order charge will apply at this time. It is the responsibility of the customer to notify the Company when the new directory is printed without the customer's listing.

3.0 LOCAL EXCHANGE SERVICES, (Cont'd.)

3.2 Service Descriptions, (cont'd.)

3.2.3 Directory Assistance Service

Directory Assistance Service provides for assistance to end users in determining telephone numbers of other end users within the exchange or outside of the exchange and within the LATA.

3.2.3.1 Undertaking of the Company

- (A) The Company does not undertake to provide directory assistance for telephone numbers outside of its exchanges as Local Exchange Service.
- (B) The Company will provide the end user access to a Directory Assistance Operator.
- (C) The Company will not charge for Directory Assistance Service from hospital telephones or from residential telephones where the end user has been affirmed, in writing, as unable to use a Company provided directory because of visual or physical handicap.
- (D) The Company will not charge for Directory Assistance Service for newly assigned telephone numbers that have not been included in the annual telephone directory until such time as they are included in the annual telephone directory listings.
- (E) Credit card billing will be acceptable for Directory Assistance Charges. The call must be placed through a Directory Assistance Operator.

3.2.3.2 Limitations

A maximum of two (2) requested telephone numbers is allowed per call.

3.2.3.3 Obligations of the End User

The obligations of the end user are as set forth in Section 2.3 preceding.

3.2.3.4 Payment Arrangements and Credit Allowances

The payment arrangements and credit allowances are as set forth in Section 2.4 preceding.

3.0 LOCAL EXCHANGE SERVICES, (Cont'd.)

3.2 Service Descriptions, (cont'd.)

3.2.3 Directory Assistance Service (cont'd.)

3.2.3.5 Rates

Directory Assistance charges will apply for each Directory Assistance call made at the Company's current Idaho Public Utilities Commission approved rates. The Company's Directory Assistance Rate is \$.95 per call.

3.2.4 Special Service Arrangements

Special Service Arrangements are provided in this price list to accommodate the special requests of local service customers for telephone service not provided for in other places of this price list.

3.2.4.1 Undertaking of the Company

The Company will provide the end user with a written estimate of the cost of a special service arrangement, or a written notice that such special service arrangement cannot be provided by the Company and the reason that it cannot be provided.

3.2.4.2 Limitations

(A) The Company does not hold itself out to provide all the special arrangements that a customer may request. However, the Company will make a reasonable effort to provide the services requested.

(B) Special service arrangements will only be provided only in accordance with the Contract to Provide Special Service Arrangements.

3.2.4.3 Obligations of the End User

The end user is obligated to perform the terms of the Contract to Provide Special Service Arrangements, in addition to the obligations of the end user as are set forth in Section 2.3 preceding.

3.2.4.4 Payment Arrangements and Credit Allowances

In addition to the payment arrangements set forth in the Contract to Provide Special Service Arrangements, the payment arrangements and credit allowances as set forth in Section 2.4, preceding, apply. However, when there is a conflict between the provisions, the provisions in the Contract to Provide Special Service Arrangements take precedence.

3.0 LOCAL EXCHANGE SERVICES, (Cont'd.)

3.2 Service Descriptions, (cont'd.)

3.2.4 Special Service Arrangements

3.2.4.5 Rates

The rates for special service arrangements are as set forth in the Contract to Provide Special Service Arrangements.

3.2.5 Vacation Service

Vacation Service provides for the maintenance of the same telephone number on a year-to-year basis for end users that subscribe to telephone service during at least six (6) months of the year, but return every year. This service allows for the publication of the telephone number in the telephone directory, but does not allow for special notations. Vacation Service will be allowed for only six (6) months of any given year.

3.2.5.1 Undertaking of the Company

The Company will suspend the telephone number of the end user in the central office when the end user requests the line be suspended and hold its use for a period of six (6) months, at which time the Company will automatically reconnect the service. The end user may request service reconnection any time prior to the six (6) month maximum time limitation.

3.2.5.2 Limitations

Vacation Service does not eliminate the Exchange Order Charge upon the reconnection of service. Customer will be responsible to pay one-half (1/2) of the Federal and State surcharges.

3.2.5.3 Obligations of the End User

In addition to the obligations of the end user are as set forth in 2.3 preceding the following provisions apply:

The end user is required to notify the Company of their request for vacation service.

3.2.5.4 Payment Arrangements and Credit Allowances

The payment arrangements and credit allowances as set forth in 2.4 preceding apply, except as follows:

The minimum period for application of a credit is one (1) month.

3.0 LOCAL EXCHANGE SERVICES, (Cont'd.)

3.2 Service Descriptions, (cont'd.)

3.2.6 Calling Features

Calling Features are provided by the Company to enhance the utility of Local Exchange Service to the end user on a per line basis in conjunction with Local Exchange Service and are provided subject to availability. Calling Feature definitions follow:

Call Forwarding - an arrangement whereby incoming calls may be transferred to another telephone number by signaling a prefix code and the telephone number of the service to which calls are to be transferred. Calls forwarded outside the local or extended area service calling area by this feature are subject to long distance message charges. These calls are also subject to transmission limitations.

Caller ID - will enable the customer to preview the calling number on incoming calls via a customer owned display device. Each customer will also have the ability to suppress or block their directory number from being sent on a per call basis. This service may provide long distance as well as local preview.

Caller ID Blocking - will allow the calling party to suppress their directory number so that the called party, with Caller ID service, does not receive their telephone number. The called party will receive a "private" message instead of the calling party's telephone number. Per Call Blocking can be activated by the calling party on a per call basis at no charge to the calling party.

Call Waiting - an arrangement whereby a customer who is using an exchange line arranged for call waiting is alerted, by means of a tone signal, when another caller is trying to reach that line. The customer, by flashing the switchhook, is able to have alternating conversations between parties.

3.2.6.1 Limitations

- (A) Calling Features are available only in those areas where hybrid coax plant is available to provide such services.
- (B) The acceptance of long distance collect call messages is not restricted.
- (C) Calling Features are available only on single party service.
- (D) For each service or package of services installation charges may apply.

3.0 LOCAL EXCHANGE SERVICES, (Cont'd.)

3.2 Service Descriptions, (cont'd.)

3.2.7 Number Services

3.2.7.1 Nonlisted Number Service Description

Nonlisted Service: A directory listing service wherein a Customer is not listed in the published directory, but is listed in the directory assistance database.

3.2.7.2 Nonpublished Number Service Description

Non-Published Service: A directory listing service wherein a Customer is not listed in the published directory or in the directory assistance database.

3.2.8 Miscellaneous Charges

3.2.8.1 Installation Charges

(A)	Initial Order (Per Order)	\$50.00
(B)	Premises Visit Charge (Per Premises Visit)*^	\$37.50

3.2.8.2 Labor and Other Services Charges

Normal and Additional Labor Charges: The charges for Normal and Additional Labor are current Company labor rate(s).

3.2.8.3 Payment Related Charges

A.	Deposit if Required	None Required
B.	Return Check Charge	\$20.00

3.2.8.4 Special Service Arrangements - Per month

A.	Per Arrangement	ICB
----	-----------------	-----

*^Up to 1 hour of travel time and labor, for greater than 1 hour, per-hour company labor rate applies.

4.0 RATES AND CHARGES

All the rates and charges for the services offered in this price list are shown in this section.

4.1 Exchange Ordering and Installation Service

(A) Exchange Order Charge

- | | |
|---|---------|
| (1) Initial Order Charge (per order) | \$50.00 |
| (2) Premises Visit Charge (per visit)*^ | \$37.50 |

4.2 Payment Related Charges:

- | | |
|---|--------------|
| (A) Deposit if Required (per end user): | Non required |
| (B) Return Check Charge | \$20.00 |

4.3 Local Exchange Service*

- | | |
|--|---------|
| (A) Local Voice - End user local service voice line, Unlimited local extended area service calling, and eight CALLING features (including 911) | \$29.95 |
| (B) Enhanced - End user local service voice line, unlimited interstate and intrastate toll calling**, and eight CALLING features (including 911) | \$39.95 |
| (C) Directory Assistance Service | *** |

4.4 Promotional Offerings

Millennium Networks offers promotional offerings as appropriate and in conformance with applicable rules and laws.

4.5 Special Service Arrangements - Per month/arrangement****

- | | |
|------------------------------------|-----|
| Special Service Arrangement Charge | ICB |
|------------------------------------|-----|

*^Up to 1 hour of travel time and labor, for greater than 1 hour, per-hour company labor rate applies.

*Applicable Exchange Order Charges apply with each order.

**Maximum 1500 domestic long distance minutes; minutes in excess of 1500 will be billed at \$.05 per minute.

***The Company's Current IPUC Approved rate.

****Applicable one time charges may apply.