

ALE-T-09-01

**Exhibit 3**

**Illustrative Tariff and Price List**

**Of**

**ALEC, Inc.**

RECEIVED  
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IDAHO PUBLIC  
UTILITIES COMMISSION

ALEC, Inc.  
Schedule of  
GENERAL REGULATIONS FOR EXCHANGE SERVICES  
Applying to the Local Exchange  
Services and Facilities of this Company  
in the State of Idaho

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Issued Date:

Effective Date:

Issued by: Mark I. Hayes, Senior Vice President of CLEC Operations  
250 W. Main Street, Suite 1920  
Lexington, KY 40507

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CHECK SHEET

Current sheets in the price list are as follows:

<u>Subject Matter</u>	<u>Sheet Number</u>
1 Original	31 Original
2 Original	32 Original
3 Original	33 Original
4 Original	34 Original
5 Original	35 Original
6 Original	36 Original
7 Original	37 Original
8 Original	38 Original
9 Original	39 Original
10 Original	40 Original
11 Original	41 Original
12 Original	42 Original
13 Original	43 Original
14 Original	44 Original
15 Original	45 Original
16 Original	46 Original
17 Original	47 Original
18 Original	48 Original
19 Original	49 Original
20 Original	50 Original
21 Original	51 Original
22 Original	52 Original
23 Original	53 Original
24 Original	54 Original
25 Original	55 Original
26 Original	56 Original

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TABLE OF CONTENTS

<u>Subject Matter</u>	<u>Sheet Number</u>
Title Page	1
Price list Check Sheet	2
Table of Contents	3
Application of Price list	6
Symbols	6
Contact Information	7
 SECTION 1.0 – DEFINITIONS	 8
 SECTION 2.0 - REGULATIONS	
2.1 Undertaking of the Company	10
2.2 Shortage of Equipment or Facilities	11
2.3 Selection of Transmission	11
2.4 Notification of Service-Affecting Activities	11
2.5 Provision of Equipment and Facilities	11
2.6 Terms and Conditions	12
2.7 Non-Routine Installation and Special Construction	12
2.8 Ownership of Facilities	13
2.9 Rights-of-Way	13
2.10 Liability	13
2.11 Indemnification	14
2.12 Conflicts Between Price List and Commission Rules	14
2.13 Allowances for Interruptions in Service	14
2.14 Obligations of the Customer	16
2.15 Prohibited Uses	16
2.16 Payments	17

---

 Issued Date:

Effective Date:

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250 W. Main Street, Suite 1920  
Lexington, KY 40507

---

TABLE OF CONTENTS (CONT'D)

<u>Subject Matter</u>	<u>Sheet Number</u>
SECTION 2.0 - REGULATIONS (Cont'd)	
2.17 Taxes, Charges and Fees	20
2.18 Deposits	20
2.19 Refusal or Termination of Services	20
2.20 Restoration of Service	25
2.21 Assignment	25
2.22 Promotions	25
2.23 E-911	25
2.24 Public Notice	26
SECTION 3.0 – LOCAL EXCHANGE SERVICES	
3.1 General	27
3.2 Service Descriptions	27
3.3 Local Exchange Service	27
3.4 ISDN Primary Rate Interface (PRI) Service	28
3.5 Idaho Telecommunications Service Assistance Program (ITSAP)	28
3.6 Link-Up Discounts	28
3.7 Rules	28
3.8 Recovery	29

---

Issued Date:

Effective Date:

Issued by: Mark I. Hayes, Senior Vice President of CLEC Operations  
250 W. Main Street, Suite 1920  
Lexington, KY 40507

TABLE OF CONTENTS (CONT'D)

Subject Matter

Sheet Number

SECTION 4.0 – RATES AND CHARGES

53

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Issued Date:

Effective Date:

Issued by: Mark I. Hayes, Senior Vice President of CLEC Operations  
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APPLICATION OF PRICE LIST

ALEC, Inc. (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 small business customers within the State of Idaho. The rates and rules contained herein are subject to change pursuant to the rules and regulations of the Idaho PUC.

EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS PRICE LIST

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

C Indicates a changed listing, rule, or condition, which may affect rates or charges

D Indicates discontinued material, including a listing, rate, rule or condition

I Indicates an increase

M Indicates that the material has been relocated to another part of price list schedules with no change in text, rate, rule or condition

N Indicates new material including listing, rate, rule or condition

R Indicates a reduction

S Indicates reissued matter

T Indicates a change in wording of text, but not a change in rate, rule or condition.

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CONTACT INFORMATION

ALEC, Inc.  
250 W. Main Street, Suite 1920  
Lexington, KY 40507  
www.alec.net  
Phone: (859) 721-4200  
Fax: (859) 721-4201  
Email: www.alec.net

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: (800) 709-8030

Maintenance: (800) 709-8030

Commission Contact - For complaints, inquiries and matters concerning rates and price lists.

Matters concerning customer service, tariffs and regulatory affairs:

Matthew I. Hayes, Senior Vice President of CLEC Operations  
ALEC, Inc.  
250 W. Main Street, Suite 1920  
Lexington, KY 40507  
Telephone: (859) 721-4224  
Facsimile: (859) 721-4201  
E-mail: [mhayes@alec.net](mailto:mhayes@alec.net)

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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 permits 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.

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

Company or Name of Company: ALEC, Inc.

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1.0 DEFINITIONS (Cont'd)

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.

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.

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

Residential Service: Telephone Service provided to customers when 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 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.

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

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## 2.0 REGULATIONS

### 2.1 Undertaking of the Company

#### 2.1.1 Scope

2.1.1.2 The Company undertakes to furnish local exchange communications service pursuant to the terms of this price list.

2.1.1.2 The services offered herein may be used for any lawful purpose. There are no restrictions on sharing or resale of the Company's services. However, 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.

2.1.1.3 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.

2.1.1.4 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.

2.1.1.5 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.

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## 2.0 REGULATIONS (Cont'd)

### 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 a combination of the Company's facilities and/or the resale of other carrier 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.

### 2.4 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.

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## 2.0 REGULATIONS (Cont'd)

### 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.

### 2.7 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.

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## 2.0 REGULATIONS (Cont'd)

### 2.7 Non-routine Installation and Special Construction (Cont'd)

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

2.7.3 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.

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## 2.0 REGULATIONS (Cont'd)

### 2.10 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 or 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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## 2.0 REGULATIONS (Cont'd)

- D. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- E. 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.
- F. failure by the company to assert its rights pursuant to one provision of this rate sheet does not preclude the Company from asserting its rights under other provisions.
- G. **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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**2.0 REGULATIONS (Cont'd)****H. 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, of (2) installation, operation, failure to operate, maintenance, removal, presence, conditions, 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 or any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, conditions, 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.
3. When a Customer with a nonpublished telephone number, as defined herein, places a call to 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. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

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2.0 REGULATIONS (Cont'd)

2.10 Liability (Cont'd)

2.10.1 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.

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## 2.0 REGULATIONS (Cont'd)

### 2.11 Indemnification

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:

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.

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;

Any unlawful or unauthorized use of the Company's facilities and services;

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;

Breach in the privacy or security of communications transmitted over the Company's facilities.

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 in paragraph A. of Subsection 2.1.10.

Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

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2.0 REGULATIONS (Cont'd)

Injury to property or injury or death to persons, including claims for payments made under Worker's 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;

Any noncompletion of calls due to network busy conditions;

Any calls not actually attempted to be completed during any period that service is unavailable;

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.

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 or

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2.0 REGULATIONS (Cont'd)

2.0 REGULATIONS (Cont'd)

2.13 Allowances for Interruptions in Service (Cont'd)

2.13.1 Credit for Service Interruptions (Cont'd)

cannot receive local calls or cannot use the service for voice grade communications because of cross talk, static or other transmission problem.

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

2.13.1.1 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

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

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

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

2.13.2 Limitations on Allowances

No credit allowance will be made for:

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

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## 2.0 REGULATIONS (Cont'd)

### 2.13 Allowances for Interruptions in Service (Cont'd)

#### 2.13.2 Limitations on Allowances (Cont'd)

2.13.2.2 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

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

### 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.

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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:

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---

## 2.0 REGULATIONS (Cont'd)

(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.

### 2.16 Payments

#### 2.16.1 Customer Obligations

2.16.1.1 The Customer shall pay outstanding charges in full within thirty (30) days of the invoice date. Charges normally will be invoiced in arrears, with monthly recurring charges invoiced on or about the first of the month for which the charges apply. Amounts not paid within thirty (30) 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.

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2.0 REGULATIONS (Cont'd)

2.16 Payments (Cont'd)

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 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)

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## 2.0 REGULATIONS (Cont'd)

### 2.16 Payments (cont'd)

#### 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.

2.16.3.5 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.

2.16.3.7 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.

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

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Lexington, KY 40507

2.0 REGULATIONS (Cont'd)

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 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

2.18.1 The Company will not require advance deposits.

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250 W. Main Street, Suite 1920  
Lexington, KY 40507

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2.0 REGULATIONS (Cont'd)

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.

2.19.1 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.

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Issued Date:

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250 W. Main Street, Suite 1920  
Lexington, KY 40507

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## 2.0 REGULATIONS (Cont'd)

### 2.19 Refusal or Termination of Services (cont'd)

#### 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;

2.19.2.3 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.

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Lexington, KY 40507

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## 2.0 REGULATIONS (Cont'd)

### 2.19 Refusal or Termination of Services (cont'd)

#### 2.19.3 Without Written Notice to the Customer

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:

2.19.3.1 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.

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250 W. Main Street, Suite 1920  
Lexington, KY 40507

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## 2.0 REGULATIONS (Cont'd)

### 2.19 Refusal or Termination of Services (cont'd)

#### 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.

##### 2.19.4.2 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.

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250 W. Main Street, Suite 1920  
Lexington, KY 40507

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## 2.0 REGULATIONS (Cont'd)

### 2.20 Restoration of Service

2.20.1 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.

2.20.2 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 Promotions

The Company may provide promotional offerings from time to time. The Company will notify the Idaho PUC ten (10) days in advance of the rates, terms & conditions of any such promotions.

### 2.23 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.

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Effective Date:

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Lexington, KY 40507

2.0 REGULATIONS (Cont'd)

2.24 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

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250 W. Main Street, Suite 1920  
Lexington, KY 40507

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### 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:

- (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.

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Effective Date:

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250 W. Main Street, Suite 1920  
Lexington, KY 40507

3.0 LOCAL EXCHANGE SERVICES (Cont'd)

3.2 Service Descriptions

3.2.1 Business Service

Call Timing for Usage Sensitive Services

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded up to the next whole unit.

Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).

Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

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Issued Date:

Effective Date:

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250 W. Main Street, Suite 1920  
Lexington, KY 40507

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### 3.0 LOCAL EXCHANGE SERVICES (Cont'd)

#### 3.3 Local Exchange Service

Local Exchange Service provides the customer the ability to complete local and long distance calls. The Company concurs in the local calling areas defined in the local exchange tariff of the incumbent local exchange company for the geographic area being served. This service provides the customer with unlimited local calling.

##### 3.3.1 Optional Features

Anonymous Call Rejection – An arrangement that allows a called party to block calls from parties that have marked their calls “private.” Customers may activate or deactivate this arrangement by dialing a preassigned activation code. There is no charge for this feature.

Call Forwarding – Permits a Customer to transfer all incoming calls to another telephone number. The Customer pre-selects a second telephone number to which all incoming calls are to be transferred automatically. Call Forwarding shall not be used to extend calls on a planned or continuing basis to intentionally avoid the payment in whole or in part, of message toll charges that would regularly be applicable between the access line originating the call and the access line to which the call is transferred. Customers utilizing Call Forwarding service are responsible for the payment of charges for each toll call between his access line and the distant access line to which the call was transferred.

Call Return – Enables a Customer to automatically return the last incoming call. To return the call, the Customer dials a specified code and the number is dialed automatically. If the called line is busy, a 30-minute queuing process begins. The Customer is then given an indication that the network will attempt to set up the call when the called line is idle.

Call Waiting – By means of a tone signal, a Customer who is using his telephone is alerted when another call is trying to reach that telephone number. This service permits putting the first call on hold so that a second call can be answered.

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Issued Date:

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250 W. Main Street, Suite 1920  
Lexington, KY 40507

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### 3.0 LOCAL EXCHANGE SERVICES (Cont'd)

#### 3.3.1 Optional Features (Cont'd)

Caller ID – This feature delivers calling party information to parties being called. Caller ID will indicate the name and directory number of the calling party or may indicate that the number of the calling party is private or unavailable. Customer provided equipment is required to utilize this feature.

Calling Number Delivery Block – Allows a Customer to make all calls with the delivery of the calling number identification marked as “private” to all outgoing calls placed over the specified line. This feature will be offered at no charge.

Repeat Dialing – An arrangement, which permits the Customer to redial automatically the last number dialed. If the called line is busy, a 30-minute queuing process begins. The Customer is then given an indication that the network will attempt to set up the call when the called line is idle.

Speed Calling – Enables a Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. A Customer may subscribe to either the 8-code capacity or 30-code capacity on their line.

Three Way Calling – Enables a Customer to add a third party on an existing call without operator assistance, thereby establishing a three-way conversation. The transmission quality may vary depending on the distance and routing necessary and may not necessarily meet normal standards.

Toll Restriction – Restricts associated line from reaching dialing codes required to access long distance carrier networks to place long distance calls.

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250 W. Main Street, Suite 1920  
Lexington, KY 40507

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### 3.0 LOCAL EXCHANGE SERVICES (Cont'd)

#### 3.3.2 Directory Listings

The Company will arrange for the listing of the customer's main billing number in a directory of general circulation at no additional charge. At the customer's option the Company will arrange for additional listings in such directory for an additional charge. The rates for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying the customer's telephone number as an aid to the use of telephone service.

#### 3.3.3 Directory Assistance Service

Directory Assistance Service is furnished upon customer request for assistance in determining telephone numbers. The customer may request a maximum of two listings per call. A charge applies to each call to Directory Assistance, except that calls made to Directory Assistance by customers who have received Company certification as being unable to use a telephone directory will be exempt from the Directory Assistance charge. The customer has the option of having the call automatically completed to the requested number.

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Issued Date:

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250 W. Main Street, Suite 1920  
Lexington, KY 40507

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### 3.0 LOCAL EXCHANGE SERVICES (Cont'd)

#### 3.3.4 Operator Assisted Services

Operator Assisted Service is provided to customers on a presubscribed basis. Operator Assisted Service is also provided to customers and users of exchange access lines that are presubscribed to the Company's interexchange outbound calling services. Various billing arrangements are available with the Company's Operator Assisted Service including Operator Station, Collect, Billed to Third Party, other Operator Assisted and Person-to-Person. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

#### 3.3.5 Busy Line Verification and Interrupt Service

Upon request of a calling party, the Company will attempt to verify a busy condition on a called line using Local Exchange Service by Company. The Operator will determine whether the line is clear or in use and report its status to the calling party. The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption. Busy Line Verification and Interrupt Service is furnished where and to the extent that facilities permit. The customer shall indemnify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person. A charge will apply when the operator verifies that the line is busy with a call in progress, the operator verifies that the line is available for incoming calls; or the operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party of the name of the calling party. No charge will apply when the calling party advises that the call is to or from an official public emergency agency.

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Issued Date:

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250 W. Main Street, Suite 1920  
Lexington, KY 40507

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### 3.0 LOCAL EXCHANGE SERVICES (Cont'd)

#### 3.3.6 Emergency Telephone Number Service (911, E911)

Emergency Telephone Number Service allows customers to reach emergency services including police, fire and medical services. Subject to availability, Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider. In addition, the customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

#### 3.3.7 Direct Inward Dial (DID) Service

DID Service is an optional feature which can be purchased in conjunction with the Company-provided ISDN PRI Service. Charges for DID capability and DID number blocks apply in addition to charges specified for PRI Service. The Company reserves the right to limit the amount of DID numbers constituting a block of telephone numbers in a group. Blocks of number groups will be determined at the sole discretion of the Company's resources. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine efficient telephone number utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers. The customer has no property rights to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such numbers, or both, assigned to the customer, whenever the Company deems it necessary to do so in the conduct of its business.

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Issued Date:

Effective Date:

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250 W. Main Street, Suite 1920  
Lexington, KY 40507

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### 3.0 LOCAL EXCHANGE SERVICES (Cont'd)

#### 3.4 ISDN Primary Rate Interface (PRI) Service

##### 3.4.1 General

PRI provides an ISDN based, DS1 access to the telecommunications network and includes the flexibility of integration of multiple voice and/or data transmissions channels on the same line. The basic channel structure for PRI service is a 23 64 Kbps B-Channels and one 64 Kbps D-Channel. The customer has the option to activate up to 23 B-Channels on the first PRI service arrangement and up to 24 channels on additional PRI arrangements.

PRI service provides capability for the transmission of digital signals only.

PRI service is provided where appropriate ISDN facilities are available as determined by the Company. Special Construction charges may apply as specified in this tariff.

Interoffice channels will be charged at rates based on airline distance between applicable locations. Fractional mileage shall be rounded up to the next full mile.

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Issued Date:

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250 W. Main Street, Suite 1920  
Lexington, KY 40507

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### 3.0 LOCAL EXCHANGE SERVICES (Cont'd)

#### 3.4 ISDN Primary Rate Interface (PRI) Service (Cont'd)

The required components for PRI service are as follows:

- PRI Access Line
- Interoffice Channels
- PRI Interface
- PRI B-Channels
- PRI D-Channels
- Telephone Numbers as specified in this Tariff

PRI B-Channel rates are listed in Section 5 of this Tariff. Exchange access is included as a part of the B-Channel rate and is offered on a flat rate basis.

Voice calls on the B-Channel may be completed to both ISDN and non-ISDN lines.

Data transmission on the B-Channel will be circuit switched at 64 Kbps within the switch and between ISDN compatible central offices. ISDN interconnection and non-ISDN equipped locations may be subject to analog transmission or sub-rated to 56 Kbps.

Primary Rate ISDN is characterized by the following: It is arranged for inward service only. Originating calls will be denied. It is arranged to terminate analog and digital data calls only. The number of telephone numbers associated with an ALEC Primary Rate ISDN arrangement must be equal to, or less than, the number of PRI Interfaces comprising the arrangement and all numbers must use the same routing unless the customer subscribes to additional numbers. DNIS and Hunting are inherent to the service.

ALEC Primary Rate ISDN Extended Reach Service (ERS) is designed to "extend the reach" of the PRI from a centrally located metropolitan local calling area into areas of the LATA which are "non-local" to the metropolitan area. Customer must purchase telephone numbers within each desired "non-local" calling area to allow their clients to call them without incurring intraLATA Long Distance Message Telecommunications Service charges.

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Issued Date:

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Lexington, KY 40507

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### 3.0 LOCAL EXCHANGE SERVICES (Cont'd)

#### 3.4.2 Regulations

A termination liability charge is applicable if service is terminated prior to expiration of the contract. The applicable charge is dependent on the contract period and will be equal to the number of months remaining in the contract times the monthly rate provided under the contract. The minimum subscription period for which month-to-month PRI service is furnished and for which charges are applicable is one month. CPE that is compatible with PRI service interface is the responsibility of the customer. Suspension of service is not allowed.

#### 3.4.3 Definitions

D-Channel – a 64 KBPS digital signaling only channel for call establishment when used with PRI service.

Digital Data Only B-Channel – The term “Digital Data Only B-Channel” denotes a bi-directional synchronous channel capable of supporting 64 Kbps of digitally transmitted data mode calls when provisioned by ALEC Primary Rate ISDN-Digital Data Only option.

Extended Reach Service Remote Telephone Number (ERS RTN) – Telephone numbers assigned to each local calling area to which the Extended Reach subscriber provides local number access.

Inward Call – a call that is switched through the public telephone network and terminates in a PRI service arrangement.

Outward Call – A call that originates on a PRI service arrangement and is switched through the public switched telephone network.

PRI Service Access Line – a four-wire access loop from the serving wire center to the customer premises. The transmission characteristics of this loop must support Clear Channel Capacity and Extended Superframe Format (ESF) when the customer provides this access line.

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Issued Date:

Effective Date:

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250 W. Main Street, Suite 1920  
Lexington, KY 40507

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### 3.0 LOCAL EXCHANGE SERVICES (Cont'd)

#### 3.4.3 Definitions (Cont'd)

PRI Service B-Channel – a circuit-switched service that will allow either voice or data transmission at up to 64 Kbps and will include the functionality of hunting and calling/called number delivery.

PRI Service D-Channel – A 64 Kbps digital signaling-only channel for call establishment and control.

PRI Service Interface – provides multiplexing to support up to 23 B-Channels at 64 Kbps and one D-Channel for signaling also at 64 Kbps. When NFAS is ordered, the PRI Service Interface can provide up to 24 B-Channels at 64 Kb ps. One PRI Service Interface is required for each PRI Service Access Line.

#### 3.4.4 Multi-Line Pricing

If Customer purchases more than one PRI Access Line to the same location, Customer may elect to receive discounted pricing for Interfaces and for B-Channels. Under such pricing, Customer may receive one Interface and up to 23 B-Channels for a single rate set forth in the rate section of this Tariff, rather than the per-Interface and per-B-Channel rates. Applicable non-recurring rates remain one per Interface and per B-Channel.

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Issued Date:

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250 W. Main Street, Suite 1920  
Lexington, KY 40507

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### 3.0 LOCAL EXCHANGE SERVICES (Cont'd)

#### 3.4.5 Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any re-originated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

Rate Per Call: \$0.75

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Issued Date:

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250 W. Main Street, Suite 1920  
Lexington, KY 40507

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### 3.0 LOCAL EXCHANGE SERVICES (Cont'd)

#### 3.5 Idaho Telecommunications Service Assistance Program (ITSAP)

ITSAP consists of two programs, Lifeline and Linkup, that were developed to provide discounted rates for telephone service to low income customers, thus promoting universal service. The programs are jointly sponsored (federal and state) telephone assistance programs designed to maximize federal contributions to Idaho's low-income customers.

The programs provide reductions in monthly rates for single line telephone service and/or reductions in one-time costs for installation of telephone service for qualifying customers. The program is administered by the Department of Health and Welfare in accordance with *Idaho Code, § 56-901*.

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

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

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

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Issued Date:

Effective Date:

Issued by: Mark I. Hayes, Senior Vice President of CLEC Operations  
250 W. Main Street, Suite 1920  
Lexington, KY 40507

3.0 LOCAL EXCHANGE SERVICES (Cont'd)

3.5 Idaho Telecommunications Service Assistance Program (ITSAP) (cont'd)

3.5.2 (Cont'd)

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

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

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

3.5.3 Lifeline Discounts – applied to tariffed monthly recurring rates and charges for qualifying residential customers.

Monthly discount (not to exceed the rate charged for the grade of subscribed residential basic local exchange service) \$3.50

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3.0 LOCAL EXCHANGE SERVICES (Cont'd)

3.5 Idaho Telecommunications Service Assistance Program (ITSAP) (cont'd)

3.5.2.3 Lifeline Discounts (cont'd)

Additional federal discounts may apply:

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

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

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

Tier 4 – Eligible residents of Tribal Lands may be eligible for discounts of up to \$25. This discount may not bring the local residential rate to below \$1.00 per month \$25.00

3.5.2.4 Linkup Discounts – applied to installation of new service, including line extensions, construction of facilities, etc., but shall not apply to customer premises facilities or equipment.

A service installation cost reduction of 50% up to \$30.00 For an eligible resident of Tribal Lands, an additional reduction of up to \$70 may be applied to cover 100% of the charges between \$60 and \$130 assessed for initiating telephone service. \$70.00

3.5.2.5 Rules

Applies to Telecommunication service at the principal residence of the eligible subscriber/head of household.

A household is either an individual living alone or a group of individuals living together in common living quarters and facilities under such domestic arrangements and circumstances as to create a single establishment.

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### 3.0 LOCAL EXCHANGE SERVICES (Cont'd)

#### 3.5 Idaho Telecommunications Service Assistance Program (ITSAP) (cont'd)

##### 3.5.2.5 Rules

The eligible participant can receive assistance with telephone service installation costs only once at a residential address. However, if the participant moves to a new address, meets the eligibility criteria and is in good standing with the telephone service provider, there is no limit to the number of times the participant may receive assistance with telephone costs.

Nonrecurring charges to change to or from this program because of change in eligibility status will be waived.

Lifeline service is not available for foreign exchange service. Only one line per household will qualify for ITSAP discounts.

Customers participating in either of these assistance programs must notify the company of any changes that would affect qualification. Verification of eligibility will be established by the Department of Health and Welfare and will be reviewed annually.

When the customer is no longer eligible, the discount will be discontinued and regular tariff rates and charges will apply.

##### 3.5.2.6 Recovery

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

\$.05/line/month

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3.0 LOCAL EXCHANGE SERVICES (Cont'd)

3.9 Idaho USF Surcharges

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

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**4.0 RATES AND CHARGES****Local Exchange Service****Business Exchange Access Line Service**

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
Each Line	\$65.70	\$32.00

**Optional Features**

## Monthly Rate Per Access Line

Anonymous Call Rejection	\$3.95
Call Forwarding	\$3.95
Call Return	\$4.65
Call Waiting	\$3.95
Caller ID	\$9.00
Repeat Dialing	\$4.45
Speed Calling (8-Code)	\$3.95
Speed Calling (30-Code)	\$4.95
Three-Way Calling	\$3.95
Toll Restriction	\$4.05

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**4.0 RATES AND CHARGES (Cont'd)****Directory Listings**

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
First Listing	-	\$0.00
Each Additional Listing	-	\$1.60
Non-Published Number, per Line	-	\$3.15
Non-Listed Number, per Line	-	\$1.60
Change in Directory Listing	\$18.00	-

**Directory Assistance**

	<u>Per Call</u>
Directory Assistance, each call	\$0.40
Directory Assistance Call Completion, Each Completed Call	\$0.00

**Operator Assisted Service**

Operator Service Charges Per call	
- Operator Station	\$2.05
- Person-to-Person	\$4.40

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**4.0 RATES AND CHARGES (Cont'd)****Busy Line Verification and Interrupt Service**

Busy Line Verification, each request \$0.95

Busy Line Interrupt, each request \$1.40

NOTE: A Busy Line Verification charge also applies  
For each Busy Line Interruption**Direct Inward Dial (DID) Service**

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
DID Trunk Termination	\$45.00	\$23.40
Per Block of 20 DID Numbers, each	\$432.00	\$3.05

NOTE: The nonrecurring charge applies to  
The first group of DID numbers assigned  
To a customer per occasion.

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4.0 RATES AND CHARGES (Cont'd)**ISDN Primary Rate Interface Service (PRI)**

	Month to Month	12 to 23 Months	24 to 48 Month	49 to 72 Months	NRĆ
PRI Access Line, each	\$100.00	\$100.00	\$100.00	\$1000.00	\$830.00
Interoffice Channels, Each	\$70.00	\$70.00	\$60.00	\$55.00	\$120.00
Each airline mile, or fraction thereof	\$22.00	\$22.00	\$20.00	\$18.00	-
PRI Interface, each	\$300.00	\$300.00	\$270.00	\$250.00	\$105.00
Or					
If 2-10 Access Lines Purchased, Total Charge for up to 1 Interface Per Line	\$300.00	\$291.00	\$285.00	\$270.00	\$105.00
If 11-50 Access Lines Purchased, Total Charge for up to 1 Interface Per Line	\$210.00	\$203.70	\$199.50	\$189.00	\$105.00
If 51-200 Purchased, Total Charge for up to 1 Interface Per Line	\$180.00	\$174.60	\$171.00	\$162.00	\$105.00
If 201+ Purchased, Total Charge for up to 1 Interface Per Line	\$156.00	\$151.32	\$148.20	\$140.40	\$105.00
PRI B-Channel, each	\$40.00	\$40.00	\$38.00	\$37.00	\$4.00
Or					
If 2-10 Access Lines Purchased, Total Charge for up to 23 B-Channels Per Line	\$900.00	\$873.00	\$855.00	\$810.00	\$4.00
If 11-50 Access Lines Purchased, Total Charge for up to 23 B-Channels Per Line	\$505.00	\$489.85	\$479.75	\$454.50	\$4.00
If 51-200 Purchased, Total Charge for up to 23 B-Channels Per Line	\$460.00	\$446.20	\$437.00	\$414.00	\$4.00
If 201+ Purchased, Total Charge for up to 23 B-Channels Per Line	\$424.00	\$411.28	\$402.80	\$381.60	\$4.00
Telephone Numbers, Inward Only					
With Standard Allowance	\$0.20	\$0.20	\$0.20	\$0.20	-
Above Standard Allowance	\$15.00	\$15.00	\$15.00	\$15.00	-

NOTE: Standard Allowance is equal to the number of PRI Interfaces comprising the arrangement.

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**ALEC, Inc.**

**IDAHO TELECOMMUNICATIONS PRICE LIST**

This tariff contains the rates, terms and conditions applicable to Resold Interexchange Telecommunications Services provided by **ALEC, Inc.**, with principal offices at 250 W. Main Street, Suite 1920, Lexington, KY 40507.

This price list applies for services furnished within the State of Idaho. This price list 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.

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**CHECK SHEET**

Pages of this price list, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original price list and are currently in effect as of the date on the bottom of this page.

<b>PAGE NO.</b>	<b>REVISION</b>	<b>PAGE NO.</b>	<b>REVISION</b>
1	Original*		
2	Original*		
3	Original*		
4	Original*		
5	Original*		
6	Original*		
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**TABLE OF CONTENTS**

Check Sheet .....2

Table of Contents.....3

Symbols.....4

SECTION 1 - Definitions .....5

SECTION 2 - Rules and Regulations .....6

SECTION 3 - Description of Service & Rates .....14

SECTION 4 - Rates .....19

SECTION 5 - Promotions.....22

SECTION 6 - Contract Services.....23

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### SYMBOLS

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

- (C) - Change in Rule or Regulation.
- (D) - Delete or discontinue.
- (I) - Change resulting in an increase to a customer's bill.
- (M) - Moved from or to another tariff location.
- (N) - New.
- (R) - Change resulting in a reduction to a customer's bill.
- (T) - Change in text or regulation.

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**SECTION 1 - DEFINITIONS**

**Access Line** - An arrangement which connects the Subscriber's or Customer's location to the Carrier's designated point of presence or network switching center.

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

**Carrier or Company** - ALEC, Inc., unless otherwise indicated by the context.

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

**Customer Premises Equipment** - Terminal equipment, as defined herein, which is located on the Customer's premises.

**Subscriber** - The person, firm, corporation, or other legal entity, which arranges for services of the Company on behalf of itself or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber may also be a Customer when the Subscriber uses services of the Company.

**Terminal Equipment** - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

**Underlying Carrier** - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of customer telecommunications traffic within New York.

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of the Company**

Company offers intrastate service originating at specified points within the state of Idaho under terms of this price list. The Company's services and resold facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Subscriber, to allow connection of a Subscriber's location to the Company's network. The Subscriber shall be responsible for all charges due for such service arrangement.

**2.2 Limitations**

- 2.2.1** Service is offered subject to the availability of the necessary resold facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Subscriber or Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4** All services and resold facilities provided under this tariff are directly or indirectly controlled by the Company and the Subscriber may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.5** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

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**SECTION 2 - RULES AND REGULATIONS****2.3 Use**

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

**2.4 Liabilities of the Company**

**2.4.1** The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, shall be determined in accordance with this tariff and any other applicable law.

**2.4.2** The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

**2.4.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

**2.4.4** The Company shall not be liable for any defacement of or damages to the premises of a Subscriber resulting from the furnishing of service, which is not the direct result of the Company's negligence.

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**SECTION 2 - RULES AND REGULATIONS****2.5 Taxes**

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates. Customers will be notified of any changes by bill insert or separate mailing no later than the first billing period following the date of the change.

**2.6 Terminal Equipment**

The Company's facilities and service may be used with or terminated in Subscriber-provided terminal equipment or Subscriber-provided communications systems, such as a PBX or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Subscriber, except as otherwise provided. The Subscriber is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

**2.7 Installation and Termination**

Service is installed upon mutual agreement between the Subscriber and the Company. The agreement will determine terms and conditions of installation, termination of service, any applicable sales commission structure, and sales commission payment schedule. The service agreement does not alter rates specified in this tariff.

When Customers are members of the transient public, they do not contract directly with the Company for provision of service. Subscribers contract for service on behalf of themselves and/or their transient patrons. Service provided to Customers (patrons of the contracting party) is governed by the terms of this tariff schedule and the lawful terms of the billing agency. No contractual agreements are required of the Customer.

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**SECTION 2 - RULES AND REGULATIONS****2.8 Cancellation by the Company**

Without incurring liability, the Company may immediately discontinue services to a Subscriber or End User or may withhold the provision of ordered or contracted services:

- 2.8.1** For nonpayment of any sum due for more than thirty days after issuance of the bill for the amount due,
- 2.8.2** For violation of any of the provisions of this tariff,
- 2.8.3** For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services, or
- 2.8.4** By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

**2.9 Interruption of Service by the Company**

Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of subscriber and the Company's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

The Company may discontinue Service without notice to the subscriber, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the customer affected, assign a new authorization code to replace the one that has been deactivated.

**2.10 Termination of Service by Subscriber**

Unless otherwise specified by contractual commitment, any Subscriber may terminate service with the Company upon thirty days written notice.

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## SECTION 2 - RULES AND REGULATIONS

### 2.11 Payment for Service

All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Idaho PUC. Any objections to billed charges must be reported within 180 days to the Company's billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Customer inquiries regarding service or billing may be made in writing or by calling the toll free number listed below:

250 W. Main Street, Suite 1920  
Lexington, KY 40507  
1-800-709-8030

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)

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**SECTION 2 - RULES AND REGULATIONS****2.12 Other Rules****2.12.1 Regulatory Changes**

The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers as required to meet changing regulatory rules and standards of the Idaho Public Utilities Commission and the Federal Communications Commission.

**2.12.2 Refunds or Credits for Service Outages or Deficiencies**

Credit allowances for interruptions of service caused by service outages or deficiencies are limited to the initial minimum period call charges for re-establishing the interrupted call.

**2.13 800/888/877/866 Numbers**

**2.13.1** The Company will make every effort to reserve "800" vanity numbers on behalf of customers, but makes no guarantee or warrantee that the requested "800" number(s) will be available or assigned to the customer requesting the number.

**2.13.2** If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in 800/888/877/866 service to another carrier (e.g., "porting" of the 800/888/877/866 number), including a request for a Responsible Organization (Resp Org) change, until such time as all charges are paid in full.

**2.13.3** 800/888/877/866 numbers shared by more than one Customer, whereby individual customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. The Company will only honor Customer requests for change in Resp Org or 800/888/877/866 service provider for 800/888/877/866 numbers dedicated to the sole use of that single Customer.

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**SECTION 2 - RULES AND REGULATIONS****2.14 Schools and Libraries Discount Program**

The Schools and Libraries Discount program permits eligible schools (public, private, grades Kindergarten through 12) and schools to purchase the Company's services offered in this tariff at a discounted rate, in accordance with the Rules adopted by the Federal Communications Commission in its Universal Service Order 97-157, issued May 8, 1997. The Rules are codified at 47 Code of Federal Regulations (CFR) 54.500 et. seq.

As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

**2.14.1 Obligations of Eligible Schools and Libraries**

Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.

Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.

Services requested will be used for educational purposes.

Services will not be sold, resold or transferred in consideration for money or any other thing of value.

**2.14.2 Obligations of the Company**

Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules are included as an attachment to this tariff.

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**SECTION 2 - RULES AND REGULATIONS**

**2.14 Schools and Libraries Discount Program (Cont.)**

**2.14.2 Obligations of the Company (Cont.)**

Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).

**2.14.3**

Discounted rates for schools and libraries will be based on the following:

Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.

The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.

The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.

The discount matrix for eligible schools, libraries and consortia is included as an attachment to this tariff.

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.1 Intentionally Omitted3.2 Direct Inward Dial (DID) Service

3.2.1 DID Service is an optional feature which can be purchased in conjunction with Company-provided ISDN PRI Service. Charges for DID capability and DID number blocks apply in addition to charges specified for PRI Service. The Company reserves the right to limit the amount of DID numbers constituting a block of telephone numbers in a group. Blocks of number groups will be determined at the sole discretion of the Company's resources. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine efficient telephone number utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.

3.2.2 The customer has no property rights to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such numbers, or both, assigned to the customer, whenever the Company deems it necessary to do so in the conduct of its business.

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES (Cont'd)**3.3 ISDN Primary Rate Interface (PRI) Service

## 3.3.1 General

- A. PRI provides an ISDN based, DS1 access to the telecommunications network and includes the flexibility of integration of multiple voice and/or data transmissions channels on the same line. The basic channel structure for PRI service is 23 64 Kbps B-Channels and one 64 Kbps D-Channel. The customer has the option to activate up to 23 B-Channels on the first PRI service arrangement and up to 24 channels on additional PRI arrangements.
- B. PRI service provides capability for the transmission of digital signals only.
- C. PRI service is provided where appropriate ISDN facilities are available as determined by the Company. Special Construction charges may apply as specified in this tariff.
- D. Interoffice channels will be charged at rates based on airline distance between applicable locations. Fractional mileage shall be rounded up to the next full mile.
- E. The required components for PRI service are as follows:
- PRI Access Line
  - Interoffice Channels
  - PRI Interface
  - PRI B-Channels
  - PRI D-Channels
  - Telephone Numbers as specified in Section 4.3.5 of this Tariff
- F. PRI B-Channel rates are listed in Section 4 of this Tariff. Exchange access is included as a part of the B-Channel rate and is offered on a flat rate basis.
- G. Voice calls on the B-Channel may be completed to both ISDN and non-ISDN lines.
- H. Data transmission on the B-Channel will be circuit switched at 64 Kbps within the switch and between ISDN compatible central offices. ISDN interconnection to non-ISDN equipped locations may be subject to analog transmission or sub-rated to 56 Kbps.
- I. Primary Rate ISDN is characterized by the following:
1. It is arranged for inward service only. Originating calls will be denied.
  2. It is arranged to terminate analog and digital data calls only.

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES (Cont'd)**3.3. ISDN Primary Rate Interface Service (Cont'd)

## 3.3.1 General (Cont'd)

3. The number of telephone numbers associated with an ALEC Primary Rate ISDN arrangement must be equal to, or less than, the number of PRI Interfaces comprising the arrangement and all numbers must use the same routing unless the customer subscribes to additional numbers as stated in Section 4.3.5 of this Tariff.
4. DNIS and Hunting are inherent to the service.
- J. ALEC Primary Rate ISDN Extended Reach Service (ERS) is designed to "extend the reach" of the PRI from a centrally located metropolitan local calling area into areas of the LATA which are "non-local" to the metropolitan area. Customer must purchase telephone numbers within each desired "non-local" calling area to allow their clients to call them without incurring intraLATA Long Distance Message Telecommunications Service charges.

## 3.3.2 Regulations

- K. A termination liability charge is applicable if service is terminated prior to expiration of the contract. The applicable charge is dependent on the contract period and will be equal to the number of months remaining in the contract times the monthly rate provided under the contract.
- L. The minimum subscription period for which month-to-month PRI service is furnished and for which charges are applicable is one month.
- M. CPE that is compatible with PRI service interface is the responsibility of the customer.
- N. Suspension of service is not allowed.

## 3.3.3 Definitions

D-Channel

A 64 Kbps digital signaling only channel for call establishment when used with PRI service.

Digital Data Only B-Channel

The term "Digital Data Only B-Channel" denotes a bi-directional synchronous channel capable of supporting 64 Kbps of digitally transmitted data mode calls when provisioned by the ALEC Primary Rate ISDN-Digital Data Only option.

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES (Cont'd)**

## 3.3. ISDN Primary Rate Interface Service (Cont'd)

## 3.3.3 Definitions (Cont'd)

Extended Reach Service Remote Telephone Number (ERS RTN)

ERS RTNs are telephone numbers assigned to each local calling area to which the Extended Reach subscriber provides local number access.

Inward Call

A call that is switched through the public telephone network and terminates in a PRI service arrangement.

Outward Call

A call that originates on a PRI service arrangement and is switched through the public switched telephone network.

PRI Service Access Line

A four-wire access loop from the serving wire center to the customer premises. The transmission characteristics of this loop must support Clear Channel Capability and Extended Superframe Format (ESF) when the customer provides this access line.

PRI Service B-Channel

A circuit-switched service that will allow either voice or data transmission at up to 64 Kbps and will include the functionality of hunting and calling/called number delivery.

PRI Service D-Channel

A 64 Kbps digital signaling-only channel for call establishment and control.

PRI Service Interface

Provides multiplexing to support up to 23 B-Channels at 64 Kbps and one D-Channel for signaling also at 64 Kbps. When NFAS is ordered, the PRI Service Interface can provide up to 24 B-Channels at 64 Kbps. One PRI Service Interface is required for each PRI Service Access Line.

## 3.3.4 Multi-line Pricing

If Customer purchases more than one PRI Access Line to the same location, Customer may elect to receive discounted pricing for Interfaces and for B-Channels, as set forth in Sections 4.3.3 and 4.3.4 of this Tariff. Under such pricing, Customer may receive one Interface and up to 23 B-Channels for a single rate set forth therein, rather than the per-Interface and per-B-Channel rates. Applicable non-recurring rates remain one per Interface and per B-Channel.

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES (Cont'd)**

**3.5 Emergency Calls**

911 and similar emergency calls are routed by the Company's underlying carrier. No billing applies to emergency calls.

**3.6 Location of Service**

The Company's service is available statewide and is not intended to be limited geographically.

**3.7 Directory Assistance**

The Company offers standard directory assistance.

**3.8 Calculation of Mileage**

Company's current services are not distance sensitive. Charges tariffed on a distance sensitive basis will be based on the airline distance between rate centers located within New York. The distance between rate centers is determined by applying the vertical and horizontal coordinates associated with the rate centers involved as set forth in AT&T's Tariff F.C.C. No. 10.

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**SECTION 4 – RATES**

4.1 Intentionally Omitted

4.2 Direct Inward Dial (DID) Service

4.2.1. DID Trunk Termination	\$45.00	\$23.40
4.2.2. Per Block of 20 DID Numbers, each	\$432.00	\$3.05

Note: The Nonrecurring Charge applies to the first group of DID numbers assigned to a customer per occasion.

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**SECTION 4 – RATES (Cont'd)**

4.3 <u>ISDN Primary Rate Interface Service (PRI)</u>	Month to Month	12 to 23 Months	24 to 48 Month	49 to 72 Months	NRC
PRI Access Line, each	\$100.00	\$100.00	\$100.00	\$1000.00	\$830.00
Interoffice Channels, Each	\$70.00	\$70.00	\$60.00	\$55.00	\$120.00
Each airline mile, or fraction thereof	\$22.00	\$22.00	\$20.00	\$18.00	-
 PRI Interface, each	 \$300.00	 \$300.00	 \$270.00	 \$250.00	 \$105.00
Or					
If 2-10 Access Lines Purchased, Total Charge for up to 1 Interface Per Line	\$300.00	\$291.00	\$285.00	\$270.00	\$105.00
 If 11-50 Access Lines Purchased, Total Charge for up to 1 Interface Per Line	 \$210.00	 \$203.70	 \$199.50	 \$189.00	 \$105.00
 If 51-200 Purchased, Total Charge for up to 1 Interface Per Line	 \$180.00	 \$174.60	 \$171.00	 \$162.00	 \$105.00
 If 201+ Purchased, Total Charge for up to 1 Interface Per Line	 \$156.00	 \$151.32	 \$148.20	 \$140.40	 \$105.00
 PRI B-Channel, each	 \$40.00	 \$40.00	 \$38.00	 \$37.00	 \$4.00
Or					
If 2-10 Access Lines Purchased, Total Charge for up to 23 B-Channels Per Line	\$900.00	\$873.00	\$855.00	\$810.00	\$4.00
 If 11-50 Access Lines Purchased, Total Charge for up to 23 B-Channels Per Line	 \$505.00	 \$489.85	 \$479.75	 \$454.50	 \$4.00
 If 51-200 Purchased, Total Charge for up to 23 B-Channels Per Line	 \$460.00	 \$446.20	 \$437.00	 \$414.00	 \$4.00
 If 201+ Purchased, Total Charge for up to 23 B-Channels Per Line	 \$424.00	 \$411.28	 \$402.80	 \$381.60	 \$4.00
 Telephone Numbers, Inward Only					
With Standard Allowance	\$0.20	\$0.20	\$0.20	\$0.20	-
Above Standard Allowance	\$15.00	\$15.00	\$15.00	\$15.00	-

NOTE: Standard Allowance is equal to the number of PRI Interfaces comprising the arrangement.

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**SECTION 4 - RATES (Cont'd)**

**4.4 Miscellaneous Charges**

**4.4.1 Returned check charge**

Carrier charges a fee of \$20.00 or 5% of the amount of any check returned for insufficient funds, whichever is greater.

**4.4.2 Promotions**

Customer promotions will specify any changes reduced or waived; customers who are eligible for the promotion; the conditions of eligibility; and the starting and ending dates of the promotional offer. Customer's promotional rates are limited to 90 days in any 12 month period.

**4.4.3 Directory Assistance Charge**

\$0.99/Call

**4.4.4 Late Payment Charge**

A late payment of 1.5% per month will be charged on any past due balance.

**4.4.5 Payphone Surcharge**

\$0.55/Call

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## SECTION 5 - PROMOTIONS

### 5.1 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with and approved by the Commission prior to offering them to Customers.

### 5.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

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**SECTION 6 - CONTRACT SERVICES**

**6.1 General**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver 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 contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

Each contract will be filed with the Idaho Public Utilities Commission.

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