

SEP 6 - 1993

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FIRST REVISED CANCELS ORIGINAL  
AMERICAN TELETRONICS LONG DISTANCE, INC.

Boise, Idaho

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AMERICAN TELETRONICS LONG DISTANCE, INC.  
70 WEST MADISON, SUITE 5500  
CHICAGO, ILLINOIS 60602

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by American Teletronics Long Distance, Inc., with its principal office at 70 West Madison, Suite 5500 Chicago, Illinois 60602. This tariff applies for services furnished within the State of Idaho. This tariff is on file with the Idaho Public Utilities Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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Issued August 23, 1993

Effective \_\_\_\_\_

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Issued by: John C. Paulsen, American Teletronics Long Distance, Inc.

Title: President

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CHECK SHEET

Sheets 1 through 24 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes for the original tariff and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>
1	FIRST*
2	FIRST*
3	FIRST*
4	ORIGINAL
5	ORIGINAL
6	ORIGINAL
7	FIRST*
8	FIRST*
9	FIRST *
10	ORIGINAL
11	ORIGINAL
12	ORIGINAL
13	ORIGINAL
14	ORIGINAL
15	ORIGINAL
16	ORIGINAL
17	FIRST*
18	FIRST*
19	FIRST*
20	FIRST*
21	FIRST*
22	FIRST*
23	FIRST*
24	ORIGINAL*

\* Indicates a new or revised sheet with this filing.

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SYMBOLS

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

(C) - To signify a change in regulation;

(D) - To signify deletion or discontinuance;

(I) - To signify change resulting in an increase in rate or charge;

(M) - To signify material has moved from another location in the tariff without change;

(N) - To signify new items in tariff;

(R) - To signify change resulting in a reduction in rate or charge;

(T) - To signify a change in text but no change in rate, charge or regulation;

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TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper left corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper left corner of each page. These numbers are used to determine the most current sheet version on file with the Idaho Public Utilities Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of the various suspension periods, deferrals and other procedures the Idaho Public Utilities Commission follows in its tariff approval process, the most current sheet number on file with the Board is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).1.
- 2.1.1.A.1.(a).1.(i).
- 2.1.1.A.2.(a).1.(i).1.

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D. Check Sheets - When a tariff filing is made with the Idaho Public Utilities Commission, an updated check sheet accompanies the tariff filing. The Check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Idaho Public Utilities Commission.

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SECTION 1 - TERMS AND ABBREVIATIONS

- 1.1 ATLD: American Teletronics Long Distance, Inc.
- 1.2 COMMISSION: Idaho Public Utilities Commission.
- 1.3 COMPANY: American Teletronics Long Distance, Inc.
- 1.4 CUSTOMER: A person who orders service from ATLD.
- 1.5 DAY: The time from 8:00 A.M. up to but not including 5:00 P.M. local time Monday through Friday.
- 1.6 EVENING: The time from 5:00 P.M. up to but not including 11:00 P.M. local time Sunday through Friday
- 1.7 F.C.C.: Federal Communications Commission
- 1.8 HOLIDAYS: ATLD recognizes the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.
- 1.9 LEC: Local Exchange Carrier
- 1.10 MAIN BILLING NUMBER: Telephone number assigned to a Customer to which Customer charges are billed.
- 1.11 NIGHT/WEEKEND: The time from 11:00 P.M. up to but not including 8:00 A.M. Sunday through Friday, and 8:00 A.M. Saturday up to but not including 5:00 P.M. Sunday.
- 1.12 PERSON: A natural being, firm, organization, partnership, association, corporation or entity.
- 1.13 SDN: Software Defined Network system used to aggregate long-distance traffic onto the AT&T network.

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- 1.14 THIRD NUMBER BILLING: Calls billed to the Customer's Main Billing Number which originate from a location other than the Main Billing Number.
- 1.15 UNDERLYING CARRIER: AT&T for Customers which choose mileage sensitive rates; WiTel, Inc. for Customers which choose flat rate billing.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

American Teletronics Long Distance, Inc. services are furnished for communications originating and terminating at specified points where facilities are available within the State of Idaho under the terms of this Tariff.

ATLD offers interexchange telecommunication services in accordance with the terms and conditions set forth herein to Customers which generate not more than fifty thousand dollars in monthly long distance billings. ATLD does not own or lease facilities or lines for transport of long distance traffic. The Company does own a Software Defined Network System which is used for combining the long distance volume in the Company's resale and aggregation of AT&T long distance services. The Company also offers its Customers long distance service utilizing the WiITel network, giving Customers the option to choose flat rate billing as opposed to mileage sensitive rates. The Company may act as the Customer's agent in the implementation and maintenance of the long distance service provided to the Customer. The Customer shall be responsible for all charges due for such service arrangement. ATLD provides its services twenty-four hours a day, seven days a week until proper notice is given by either party to discontinue such service.

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2.2 Application of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate interexchange telecommunication services between points within the State of Idaho.

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2.3 Application for Service

An applicant for service may be required to sign an agreement form to establish credit as a condition prior to the establishment of service. ATLD may take requests orally or in writing for additions or changes to services. Such agreement is merely a request for service and does not bind ATLD to provide services nor does it bind the applicant to accept service. This agreement may be canceled at any time by either ATLD or the Customer with written notice.

2.4 Limitations of Services

2.4.1 Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this tariff and that of the dominant carrier.

2.4.2 ATLD does not own lines, facilities, or other transport equipment and is subject to and relies upon the dominant carrier's regulation and maintenance of the same.

2.4.3 ATLD reserves the right to discontinue service to any Customer upon written notice when necessitated by conditions beyond its control, for the nonpayment of services, or for any abuse of this tariff or of the law.

2.4.4 ATLD reserves the right to refuse to sign a membership agreement with any company which demonstrates the likelihood of noncompliance, with ATLD's or the Commission's rules and regulations.

2.5 Locations of Service

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ATLD services are furnished for communications originating and terminating within the state where facilities are available.

2.6 Use of Service

2.6.1 Service may be used for the transmission of communication by the Customer and for any other lawful purposes in connection with related services provided to the Customer. ATLD may refuse to establish service for any applicant, and shall discontinue service to a Customer, whenever it has reasonable cause to believe that the use to be or being made of the service, or the furnishing of service to the applicant or Customer, is prohibited under any law, ordinance, regulation or other legal requirement, or is being or is to be used, directly or indirectly, to violate or to aid or abet the violation of the law. Service is furnished for the use by the Customer but may be used by others when so authorized by the Customer. Customers and other persons authorized by a Customer to use services agree to be subject to the provisions established by ATLD under the tariff and by agreement.

2.6.2 Abuse of the service is prohibited. Abuse constitutes calls which might reasonably be expected to frighten, abuse, torment, or harass another or using the service in such a way that it interferes unreasonably with the use of the service by others.

2.7 Interruption of Services

2.7.1 Credit allowance for the interruption of service which is not due to ATLD's testing or

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adjusting, to the negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the liability provisions set forth in this tariff.

2.7.2 It shall be the Customer's obligation to immediately notify ATLD of any interruption in service for which a credit allowance is requested. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission within the Customer's control or is not in the wiring or equipment, if any, furnished by the Customer.

2.7.3 For purposes of credit computation, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two hours.

2.7.4 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge of the facilities affected for each hour or major fraction thereof that the interruption continues. The credit is calculated as follows:

$$\text{Credit} = \frac{(\text{Outage time in hours}) \times (\text{Total monthly charge for affected facility})}{720}$$

2.8 Restoration of Services

Use and restoration of service shall be in accordance with the Rules and Regulations Governing Customer Relations of Telephone Companies Under the Regulatory Authority of the Idaho Public Utilities Commission (IDAPA 31.D)

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2.9 Cancellation of Service

2.9.1 The Customer may cancel service by giving written notice to ATLD. Customer will be liable to ATLD for the charges it has incurred prior to the execution of the cancellation.

2.9.2 Upon not less than ten business days written notice, ATLD may terminate service to Customer in the event Customer does not comply with the rules and regulations set forth herein, with the rules and regulations of the Federal Communications Commission or with the rules and regulations of the Public Utilities Commission of this State.

2.9.3 Upon the Customer's non-payment of any sum due to ATLD or upon violation of any of the conditions governing the service ATLD may disconnect the Customer's service provided ATLD gives the Customer proper written notice of its intention to disconnect service.

2.10 Liability

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

2.10.2 ATLD is liable for its own willful misconduct and is not limited by this tariff. ATLD is not liable for damages resulting from interruption or other errors or defects in providing

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long distance service to the Customer caused or compounded by the Customer. Provision for credit shall be limited to an amount equivalent to the proportionate charge to the Customer for the portion of the Service during which interruption, error or defect in providing long distance service occurred, as set forth in 2.7 herein. It shall be the obligation of the Customer to notify ATLD.

2.10.3 ATLD is not liable for damages resulting from defects of service, channels, facilities, or equipment it does not furnish, utilize, own, or lease. ATLD is not liable for any act or omission of any other company furnishing a portion of the service or for any act or omission of any other company whose facilities or services are used in connection with the facilities or services of the Company. ATLD is not liable for any act of fraud by any Customer. ATLD shall be indemnified and held harmless by the Customer against all claims, losses, damages for service provided pursuant to this tariff involving:

- (A) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication by Customer;
- (B) Claims for patent infringement arising from combing or connecting services by Customer with facilities or equipment furnished by others;
- (C) Claims for the unauthorized use of any trademark, trade name, or service mark arising out of the material, data, information, or other content used or provided to the Customer; or

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(D) All other claims arising out of any act or omission of the  
Customer relating to any service provided by ATLD.

2.10.4 ATLD shall not be liable for any failure of service or performance due to causes beyond ATLD's control, including but not limited to, natural catastrophes, fire, floods or other catastrophes, national emergencies, insurrections, riots, wars, strikes, lock outs, work stoppage or other labor difficulties, and any law order, regulation or other action of any governing authority or agency thereof.

2.11 Deposits

ATLD does not require a deposit from the Customer.

2.12 Advance Payments

ATLD reserves the right to collect an advance payment from any Customer who has no account with the Corporation or whose financial responsibility is not a matter of general knowledge, as ATLD deems necessary. Such advance shall not exceed one (1) month's estimated charges. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

2.13 Agency Arrangements

2.13.1 ATLD is authorized to act as an agent for the Customer in communications to the dominant carrier or to the LEC for matters relating to the services provided by ATLD and for billing matters.

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2.13.2 ATLD will accept orders from agents who have entered into written agreements with ATLD for purposes of soliciting Customers for the Company. The Customers solicited by an authorized agent are governed by the provisions of this tariff regardless of opposing representations made by the agent.

2.14 Responsibility of Customer

2.14.1 Customer is responsible for complying with the provisions of this tariff.

2.14.2 Customer is responsible for timely payment of bills to ATLD, including bills for the following calls or services.

(A) Those toll calls that originate at the Customer's number(s);

(B) Those calls accepted at the Customer's number(s) including collect calls and inbound 800 calls;

(C) Those calls billed to the Customer's number(s) via Third Number Billing if Customer is found to be responsible for such calls;

(D) Those calls billed to the Customer's ATLD calling card;

(E) Other services or calls requested by the Customer.

2.14.3 The Customer is responsible for notifying ATLD of any change or cancellation of service.

2.15 Contact Information

2.15.1 Customer complaints, bill inquiry, new service or disconnect requests:

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American Teletronics Long Distance, Inc.  
Customer Service Department  
70 West Madison, Suite 5500  
Chicago, Illinois 60602  
Toll Free 1-800-245-4232

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2.15.2 Commission contact:

American Teletronics Long Distance, Inc.  
70 West Madison, Suite 5500  
Chicago, Illinois 60602  
(312) 372-7575

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2.15.2.A Tariff information: Attention Christina M. Weiksna

2.15.2.B Complaints: Attention Frank R. Aulenta

2.15.3 Idaho agent:

CT Corporation System  
300 North 6th Street  
Boise, Idaho 83701

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SECTION 3 - BILLING ARRANGEMENTS AND PROCEDURES

3.1 General Billing Factors

- 3.1.1 The Customer will receive a monthly statement of charges for long distance and related services.
- 3.1.2 The billing functions will be provided by an unaffiliated billing company, Digital Communications of America, Inc., however the Company's name will appear on each bill.
- 3.1.3 The timing of a call is based on the moment the call destination party picks up the receiver until such time as either the call origination party or the call destination party hangs up. There are no charges for uncompleted calls.
- 3.1.4 The Customer will be charged for its long distance usage and related costs for the fractional part of a month service is provided; for purposes of determining fractional month charges, each month is considered to have thirty (30) days.
- 3.1.5. All state and local taxes are listed as separate line items and are not included in the quoted rates.
- 3.1.6 A late fee of 1.5% monthly will be charged on any past due balances.
- 3.1.7 A fee of \$25.00 will be charged for each check returned for insufficient funds.
- 3.1.8 A monthly billing fee in the amount of \$5.00 is charged to each Customer's main billing number.

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3.2 AT&T Billing Factors

3.2.1 The distance of a call is the distance in airline miles mileage between (1) the rate centers associated with the originating and terminating stations; (2) the V&H coordinates associated with an AT&T Central Office and the rate center associated with a station; or (3) the V&H coordinates associated with an originating and terminating AT&T Central Office. Each rate center (determined by NPA centroid or NPA-NXX) or AT&T Central Office has a unique set of assigned vertical and horizontal (V&H) coordinates as described in AT&T's Tariff F.C.C. No. 10 on file with the Commission. These coordinates are used for calculating mileage. Airline mileage is calculated as specified in Tariff F.C.C. No. 10. Formula: 
$$\frac{(V1-V2)^2 + (H1-H2)^2}{10}$$

3.2.2. Operator Services charges are billed directly by the dominant carrier, directory assistance charges are billed in the Company's name at the dominant carrier's rate.

3.2.3 SDN Long Distance Billings

3.2.3.A The billing increments of call time are six (6) seconds intervals with a minimum of time per call of eighteen (18) seconds.

3.2.3.B No monthly service fee is charged.

3.2.3.C No initial set-up fee is charged.

3.2.4 800 Inbound WATS Services

3.2.4.A The dominant carrier will perform the billing functions;

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- 3.2.4.B No initial set-up fee is charged;
- 3.2.4.C A monthly participation fee ranging from of four to six and two tenths of a percent (4-6.2%), of the Customer's gross inbound usage is charged to each Customer's Main Billing Number. The precise fee is calculated by taking 50% of the additional savings afforded program participants. The additional savings is the difference between the savings to which the Customer would be entitled were it participating in AT&T's Customer Specific Term Plan (CSTP) and AT&T's Revenue Volume Pricing Plan (RVPP) and the increased savings achieved due to participation in ATLD's 800 service discount plan as indicated on the AT&T 800 service monthly invoice. In doing the calculation, it is assumed the customer was already receiving the maximum discount possible from AT&T for their given volume level.

Volume levels are as follows:

\$0 - \$99	=	0%
\$100 - \$999	=	15%
\$1,000 - \$49,999	=	17.5%

American Teletronics fee is based on the difference between the assumed AT&T volume level discount and the approximate 27.5% discount they receive under American Teletronics program.

**Example:**

Actual Gross Spending Prior to program      \$1,200.

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call time of six (6) seconds.

- 3.3.3 Operator services are provided and billed by a company contracted through WITel to provide these services; ATLD does not provide or bill for operator services.
- 3.3.4 Directory assistance charges are billed in the Company's name at the dominant carrier's rate.
- 3.3.5 A monthly fee in the amount of \$10.00 will be added to the bill of a Customer using the ATLD flat rate inbound 800 service program.
- 3.3.6 Customers which subscribe to the ATLD travel card utilizing the WITel network will be charged a \$0.30 fee per call and an additional \$0.20 per minute surcharge. Calls charged to the travel card will be billed in six (6) second increments with a thirty (30) second minimum call time.

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SECTION 4 - INTRASTATE RATES

(Per Minute)

4.1 SDN and Calling Card Rates Per Minute

MILEAGE	SWITCHED ACCESS DAY	E/N/W	DEDICATED ACCESS DAY	E/N/W
0-292	.2762	.2212	.1349	.1013
293 +	.3627	.2902	.1406	.1096

4.2 800 Rates Per Minute: AT&T Network

<u>MILEAGE</u>	<u>D/E/N/W RATE</u>
ALL	\$0.30

4.3 WiiTel Network Rates Per Minute: Outbound and Travel Card

<u>MILEAGE</u>	<u>D/E/N/W RATE</u>
ALL	\$0.262

4.4 WiiTel Network Rate Per Minute: Inbound 800

<u>MILEAGE</u>	<u>D/E/N/W RATE</u>
ALL	\$0.160

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4.5 Time of Day Rate Periods

Day, evening and night/weekend rates apply for the following products based on the following chart:

	MON	TUES	WED	THU	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD					EVE	
11:00 PM TO 8:00 AM	NIGHT/WEEKEND RATE PERIOD						

\* to, but not including

Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call.

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