

**AMERICOM TECHNOLOGIES, INC.**  
d/b/a Network Utilization Services

TELECOMMUNICATIONS PRICE LIST

Toll-free Telephone Number:  
800-576-0320

This Price List contains the rates, terms and conditions applicable to the IntraLATA and InterLATA Resale Telecommunications Services provided by Americom Technologies, Inc., d/b/a Network Utilization Services within the state of Idaho.

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**SECTION 1 - TERMS AND ABBREVIATIONS**

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

**Company** - Used throughout this tariff to refer to Americom Technologies, Inc., d/b/a Network Utilization Services unless otherwise clearly indicated by the context.

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

**LATA** - Local Access Transport Area (LATA) denotes a geographical area established by the U.S. District Court within which a local exchange company provides communications services.

**Holidays** - The Company observes the following holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

**LEC** - Local Exchange Company.

**Network Utilization Services** - Refers to Americom Technologies, Inc., d/b/a Network Utilization Services.

**Switched Access Origination/Termination** - Where access between the customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

**V & H Coordinates** - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

Network Utilization Services's services and facilities are furnished for communications originating and terminating within the state of Idaho under terms of this tariff. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

Network Utilization Services arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff.

**2.2 Limitations**

2.2.1 Service is offered subject to the availability of the necessary facilities or equipment and is subject to the provisions of this tariff.

2.2.2 Network Utilization Services reserves the right to discontinue or limit when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, the law, or Commission rules.

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.

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**SECTION 2 - RULES AND REGULATIONS, cont'd.**

**2.2 Limitations, cont'd.**

2.2.4 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by Network Utilization Services in its reasonable judgment.

**2.3 Assignment or Transfer**

Customers 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.

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.

**2.4 Use**

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

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**SECTION 2 - RULES AND REGULATIONS, cont'd.****2.5 Liabilities of the Company**

- (A) The liability of the Company for any 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 shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.
- (B) The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other 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 any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- (C) The Company's shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright 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 from the material data, information, or content revealed to, transmitted, processed, handles, or used by Company under this tariff, or (ii) for connecting, combining, or

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**SECTION 2 - RULES AND REGULATIONS, cont'd.**

**2.5 Liabilities of the Company, cont'd.**

**(C) cont'd.**

adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, of (iv) for any personal injury or death of any person, or any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, cause directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.

**(D)** The Company will provide credit on charges disputed by Customer in writing that are verified as incorrect by Company. If objection in writing is not received by Company within a reasonable period of time after bill is rendered (as determined by current law and regulatory policy), the account shall be deemed correct and binding upon the Customer.

**(E)** This language in Section 2.5 does not constitute a determination by the Commission that a limit 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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**SECTION 2 - RULES AND REGULATIONS, cont'd.**

**2.6 Taxes**

All state and local taxed (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

**2.7 Payment for Service**

**2.7.1** The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by Network Utilization Services. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported to the Company or its billing agent within two months after receipt of bill. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

**2.7.2** Customer bills for telephone service are due upon receipt, unless otherwise specified by this tariff or by contract. Unless otherwise prohibited, a one-time late payment charge of five percent (5%) may be applied to amounts unpaid for 31 days.

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**SECTION 2 - RULES AND REGULATIONS, cont'd.**

**2.7 Payment for Service, cont'd.**

- 2.7.3 In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owned to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred.
- 2.7.4 The Company reserves the right to assess a return-check charge of \$15.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to Network Utilization Services by a bank for insufficient funds.
- 2.7.5 The Customer shall be responsible for all calls placed by or through Customer's equipment by any person, including all charges placed against Travel Card numbers. Customers are responsible for the security and usage of all Travel Card numbers. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code. Customers may be required to accept a Travel Card number change if the Customer claims that unauthorized calls were made using his/her assigned number.

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**SECTION 2 - RULES AND REGULATIONS, cont'd.**

**2.8 Deposits**

Deposits may be collected from Customers or potential Customers whose credit or payment history is unsatisfactory or unknown to the Company.

**2.9 Advance Payments**

The Company reserves the right to require an advance payment from a Customer instead of, or in addition to, a deposit. The advance payment shall be in amount equal to or less than two months estimated billing.

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**SECTION 2 - RULES AND REGULATIONS, cont'd.****2.10 Interconnection with Other Carriers**

Service furnished by Network Utilization Services may be connected with the services or facilities of other carriers. Such services or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer or Subscriber is responsible for all charges billed by other carriers for use in connection with Network Utilization Services's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer or Subscriber.

**2.11 Refusal or Discontinuance by Company**

Network Utilization Services may refuse or discontinue service for non-compliance with and/or violation of any Federal, State or municipal law, ordinance or regulation pertaining to telephone service. Service may also be discontinued or refused for the following conditions:

- 2.11.1 For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
- 2.11.2 For non-compliance with and/or violation of the Commission's regulations or the Company's rules and regulations.
- 2.11.3 For non-payment of bills for telephone service 30 past due.

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**SECTION 2 - RULES AND REGULATIONS, cont'd.**

**2.11 Refusal or Discontinuance by Company, cont'd.**

- 2.11.4 Without notice in the event of Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.11.5 Without notice in the event of tampering with the equipment furnished and owned by the Company.
- 2.11.6 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.11.7 When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- 2.11.8 For accounts whose average monthly billing is below \$25, excluding taxes, utility fees and surcharges.
- 2.11.9 If service is restored after discontinuance for non-payment, a \$50.00 re-connect charge may apply.

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**SECTION 2 - RULES AND REGULATIONS, cont'd.**

**2.12 Inspection, Testing and Adjustment**

Upon reasonable notice, the services provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

**2.13 Credit Allowance for Interruption of Service**

Credit allowances for interruptions of service are limited to the initial call period charges for re-establishing the interrupted call.

**2.14 Cancellation of Service**

No charge applies when the applicant cancels an application for service prior to the start of installation or special construction.

When an applicant cancels an application for service after the start of installation or special construction, the applicant shall pay a cancellation fee which is the lesser of 1) the costs incurred by the Carrier, or 2) the charge for the minimum period of the service ordered, plus applicable installation charges.

Customers of Network Utilization Services may cancel service by providing thirty (30) days written notice to Network Utilization Services. Customers are responsible for all charges, including fixed fees, which accrue up to the cancellation date.

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**SECTION 2 - RULES AND REGULATIONS, cont'd.**

**2.15 Minimum Service Period**

Unless otherwise stated, the minimum service period for all services is 90 days.

**2.16 "800" Numbers**

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.

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 service to another carrier (i.e. "porting" of the 800 number), including a request for a Responsible Organization (Resp Org) change, until such charges are paid in full.

**2.17 Credit Requirements**

The Company reserves the right to deny or cancel service to entities which do not meet the Company's credit requirements or for whom credit information is not available.

**2.18 Credit for PIC Change Charges**

The Company will credit Customers' accounts an amount equal to the charges incurred for the conversion of line(s) to the Company's service as imposed by the local exchange carrier for Primary Interexchange Carrier (PIC) changes. This credit will be applied against future charges associated with use of the Company's service. The credit amount is limited to \$5.00 per converted line.

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**SECTION 3 - SERVICE AND RATE DESCRIPTION**

**3.1 General**

Rates may vary by product type, time of day, day of week, call mileage, access method, terminating area, or call duration. Calls are billed individually and on a monthly basis. Usage is billed in arrears.

Interstate services are offered in conjunction with intrastate and services.

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**SECTION 3 - SERVICE AND RATE DESCRIPTION, cont'd.**

**3.2 Service Availability**

Service is available from originating points throughout the continental United States.

**3.3 Per-minute Charges - Applicable Rate Periods**

Unless otherwise specified, applicable rate periods (Day, Evening, Night/Weekend) are indicated in the chart below:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM	EVENING RATE PERIOD (Non-Day)						EVE
11:00 PM* TO 8:00 AM	NIGHT/WEEKEND RATE PERIOD (Non-Day)						

\* to, but not including

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**SECTION 3 - SERVICE AND RATE DESCRIPTION, cont'd.****3.4 Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call. The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

Step 1 - Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.

Step 2 - Obtain the difference between the "V" coordinates of each of the serving wire centers. Obtain the Difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

Formula:

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

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**SECTION 3 - SERVICE AND RATE DESCRIPTION, cont'd.**

**3.5 Product Descriptions and Rates**

A fixed monthly service fee applies to each customer account. This fee may be waived for accounts who commit to a one year or more term using the Company's service. This fee may also be reduced for accounts who commit to a six month or more term using the Company's service.

Monthly service fee: \$5.00  
Monthly service fee (6 month term): \$1.95

Customers who agree to a one year term commitment to use the Company's service are offered rates one Rate Tier higher than the Rate Tier for which they would normally qualify (i.e. the next lower level of rates). This term commitment offering cannot be used in conjunction with the promotional offering described in Section 4.1, 4.2 and 4.3 of this tariff.

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**SECTION 3 - SERVICE AND RATE DESCRIPTION, cont'd.**

**3.5 Product Descriptions and Rates, cont'd.**

**3.5.1 MegaPlan Flat Rate Service**

This service provides customers with direct dial "1+" long distance calling. Calls originate via switched access facilities using normal business or residential lines. Rates vary by monthly call volume. Calls are billed in six (6) second increments with a minimum call duration of eighteen (18) seconds.

Rate Tier	Monthly Volume	DAY Rate Per Minute	NON-DAY Rate Per Minute
I	\$25 - \$500	\$0.2576	\$0.2070
II	\$500.01 - \$750	\$0.2464	\$0.1980
III	\$750.01 - \$1,000	\$0.2352	\$0.1890
IV	\$1,000.01 - \$1,500	\$0.2240	\$0.1800
V	\$1,500.01 - \$2,000	\$0.2128	\$0.1710
VI	\$2,000.01 - \$2,500	\$0.2016	\$0.1620
VI	\$2,500.01 +	\$0.1904	\$0.1530

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**SECTION 3 - SERVICE AND RATE DESCRIPTION, cont'd.**

**3.5 Product Descriptions and Rates, cont'd.**

**3.5.2 MegaPlan Dedicated Service**

This service provides customers with direct dial "1+" and in-bound 800 long distance calling. Direct dial calls originate via dedicated access facilities. 800 calls terminate via dedicated access facilities to the Customer. The Customer is responsible for all charges associated with the dedicated access lines. Rates vary by monthly call volume. Calls are billed in six (6) second increments with a minimum call duration of eighteen (18) seconds.

Rate Tier	Monthly Volume	DAY Rate per Minute	NON-DAY Rate Per Minute
I	\$2,500.01 - \$5,000	\$0.1914	\$0.1210
II	\$5,000.01 - \$10,000	\$0.1544	\$0.1155
III	\$10,000.01 - \$15,000	\$0.1470	\$0.1100
IV	\$15,000 +	\$0.1397	\$0.1045

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**SECTION 3 - SERVICE AND RATE DESCRIPTION, cont'd.****3.5 Product Descriptions and Rates, cont'd.****3.5.3 Travel Card**

Travel Card permits customer to use Network Utilization Services's service when away from their primary place of business or residence. The Customer must dial a toll-free access code and personal identification number to place a call. Calls are billed in six second increments after an initial minimum call duration of eighteen seconds.

In addition the usage sensitive charges, a per call rate applies.

Per Minute Rate:	\$0.2500
Per Call Rate:	\$0.3000

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**SECTION 3 - SERVICE AND RATE DESCRIPTION, cont'd.**

**3.5 Product Descriptions and Rates, cont'd.**

**3.5.4 Directory Assistance**

Directory Assistance is available to Customers of Network Utilization Services. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Per Call: \$0.85

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**SECTION 4 - SERVICE PROMOTION****4.1 One Free Month Offering**

For customers who make a commitment for a term of service of one year or more, the following offer is available. After the first twelve (12) consecutive month period of using the Company's services, the Company may issue a credit to the Customer equal to one time the amount paid for eligible charges during such twelve month period divided by twelve (12). Eligible charges are domestic long distance excluding taxes, surcharges, service fees and utility fees. After each additional twelve (12) consecutive month period of using the Company's services, the Company may issue a credit to the Customer equal to the amount paid for eligible charges during such twelve (12) month period divided by twelve (12). Such credit is available only to Customer who maintain balances paid within terms during each twelve month period and whose accounts are paid in full, and may be used only as a credit against future billing from the Company on the same account. Such credit may not be used to offset outstanding or disputed balances. The Customer is responsible for payment of any charges above those specified in this offering, including taxes, surcharges, service fees and utility fees. No credit will be issued if the amount would be less than \$25 in the first or any subsequent year. Credit due or accrued to any Customer account that is closed will be void. No service month shall be attributed to more than one twelve month period in calculating any service credit due under this offering. The provision of any credit pursuant to this offering shall be with the understanding that Customer's tariffed Rate Tier shall be increased by one tier. The Rate Tiers are set forth a Sections 3.5.1 and 3.5.2. This offer cannot be used in conjunction with any other promotional offering or term commitment discount offering.

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**SECTION 4 - SERVICE PROMOTION, cont'd.****4.2 Two Free Months Offering**

For customers who make a commitment for a term of service of three years or more, the following offer is available. After the first twelve (12) consecutive month period of using the Company's services, the Company may issue a credit to the Customer equal to two times the amount paid for eligible charges during such twelve month period divided by twelve (12). Eligible charges are domestic long distance excluding taxes, surcharges, service fees and utility fees. After each additional twelve (12) consecutive month period of using the Company's services, the Company may issue a credit to the Customer equal to two times the amount paid for eligible charges during such twelve (12) month period divided by twelve (12). Such credit is available only to Customer who maintain balances paid within terms during each twelve month period and whose accounts are paid in full, and may be used only as a credit against future billing from the Company on the same account. Such credit may not be used to offset outstanding or disputed balances. The Customer is responsible for payment of any charges above those specified in this offering, including taxes, surcharges, service fees and utility fees. No credit will be issued if the amount would be less than \$50 in the first or any subsequent year. Credit due or accrued to any Customer account that is closed will be void. No service month shall be attributed to more than one twelve month period in calculating any service credit due under this offering. The provision of any credit pursuant to this offering shall be with the understanding that Customer's tariffed Rate Tier shall be increased by one tier. The Rate Tiers are set forth a Sections 3.5.1 and 3.5.2. This offer cannot be used in conjunction with any other promotional offering or term commitment discount offering.

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**SECTION 4 - SERVICE PROMOTION, cont'd.****4.3 One/Two Free Months Offering**

For customers who make a commitment for a term of service of two years or more, the following offer is available. After the first twelve (12) consecutive month period of using the Company's services, the Company may issue a credit to the Customer equal to two times the amount paid for eligible charges during such twelve month period divided by twelve (12). Eligible charges are domestic long distance excluding taxes, surcharges, service fees and utility fees. After each additional twelve (12) consecutive month period of using the Company's services, the Company may issue a credit to the Customer equal to one time the amount paid for eligible charges during such twelve (12) month period divided by twelve (12). Such credit is available only to Customer who maintain balances paid within terms during each twelve month period and whose accounts are paid in full, and may be used only as a credit against future billing from the Company on the same account. Such credit may not be used to offset outstanding or disputed balances. The Customer is responsible for payment of any charges above those specified in this offering, including taxes, surcharges, service fees and utility fees. No credit will be issued if the amount would be less than \$50 in the first or less than \$25 in any subsequent year. Credit due or accrued to any Customer account that is closed will be void. No service month shall be attributed to more than one twelve month period in calculating any service credit due under this offering. The provision of any credit pursuant to this offering shall be with the understanding that Customer's tariffed Rate Tier shall be increased by one tier. The Rate Tiers are set forth a Sections 3.5.1 and 3.5.2. This offer cannot be used in conjunction with any other promotional offering or term commitment discount offering.

Issued: April 12, 1996

Effective:

Issued By: Irma Gross, President  
6080 Huntwick Terrace, Suite #308  
Delray Beach, FL 33484Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

APR 25 1996

Boise, Idaho