

**TITLE PAGE**

**FRANCE TELECOM CORPORATE SOLUTIONS L.L.C.**

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO INTEREXCHANGE COMMUNICATIONS SERVICES WITHIN  
THE STATE OF IDAHO**

Applicable in Idaho State

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Issued: April 6, 2005

Effective: April 17, 2005

By: Jean-Sebastien Falisse  
Treasurer  
France Telecom Corporate Solutions L.L.C.  
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Idaho Public Utilities Commission  
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**CHECK SHEET**

The Title Page and pages listed below of this Price List are effective as of the date shown. Revised pages contain all changes from the original Price List that are in effect as of the date indicated.

<u>Page</u> <u>No.</u>	<u>Number of</u> <u>Revision</u>	<u>Page</u> <u>No.</u>	<u>Number of</u> <u>Revision</u>	<u>Page</u> <u>No.</u>	<u>Number of</u> <u>Revision</u>	<u>Page</u> <u>No.</u>	<u>Number of</u> <u>Revision</u>
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ALL PAGES ARE ORIGINAL.

\* New or Revised Page.

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**TABLE OF CONTENTS**

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TITLE PAGE..... Cover

CHECK SHEET .....2

TABLE OF CONTENTS .....3

PRELIMINARY STATEMENT .....4

APPLICABILITY .....4

AVAILABILITY .....4

EXPLANATION OF SYMBOLS .....5

PRICE LIST FORMAT .....4

SECTION 1 - DEFINITIONS.....7

SECTION 2 - RULES AND REGULATIONS .....13

SECTION 3 - SERVICE DESCRIPTIONS .....41

SECTION 4 - RATES .....51

SECTION 5 - SPECIAL PROMOTIONAL OFFERINGS .....62

SECTION 6 - CONTRACT SERVICES.....63

SECTION 7 - LEGISLATIVE, REGULATORY OR JUDICIAL ACTIVITY.....64

SECTION 8 - SUBSCRIBER CHARGES .....65

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**PRELIMINARY STATEMENT**

This Price List sets forth rates and rules of France Telecom Corporate Solutions L.L.C. (the "Company") applicable to its provision of resold interexchange service within the State of Idaho.

This Price List sets forth the service offerings, rates, terms and conditions that apply to long distance telecommunications service provided by Company to business customers within the State of Idaho. The Company does not provide residential long distance services at this time. This Price List applies only for use of services provided by Company for communications between points within the State of Idaho.

The rates and rules contained herein are subject to change pursuant to the rules and regulations of the Commission.

**APPLICABILITY**

This Price List applies to interexchange telephone service between points in Idaho. Such service is provided 24 hours per day, seven days per week. Service is offered using the facilities of the Company's underlying facilities-based carriers and may be offered in combination with resold services provided by other certificated carriers. Service is provided subject to the availability and economic feasibility of necessary service, equipment and facilities.

**AVAILABILITY**

The Company offers this service in the service areas in which it has been certified by the Idaho Public Utilities Commission and in which the Company has available required network facilities or is able to lease required network facilities to enable the offering of local service. Only Customers which have also subscribed to Company's interstate and international services pursuant to an agreement with the Company are eligible to apply for the service offerings contained in this Price List. Interstate and international services are subject to the jurisdiction of the Federal Communications Commission ("FCC").

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**EXPLANATION OF SYMBOLS**

- (C) To signify a changed regulation.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase in a rate.
- (M) To signify material relocated from or to another part of Price List schedule with no change in text, rate, rule, or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (T) To signify change in wording of text but no change in rate, rule or condition.

**PRICE LIST FORMAT**

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new Pages are occasionally added to the Price List. When a new Page is added between Pages already in effect, a decimal point is added. For example, a new Page added between Pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current Page version on file with the Commission. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Price List approval process, the most current Page number on file with the Commission is not always the Price List page in effect.

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**PRICE LIST FORMAT (CONT'D)**

- C. Paragraph Numbering Sequence - There are six levels of paragraph coding. Each level is subservient to its next higher level:
- 1.
  - 1.1
  - 1.1.1
  - 1.1.1(a)
  - 1.1.1(a)1.
  - 1.1.1(a)1.(a)
  - 1.1.1(a)1.(a)(i)
- D. Check Sheets - When a Price List filing is made with the Commission, an updated check Page accompanies the Price List filing. The check sheet lists the pages contained in the Price List, 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 (\*). The Price List user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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**SECTION 1 - DEFINITIONS**

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**8XX Number** - A number beginning with 800, 888, 877 or 866.

**Access Line** - A communications path, provided by a person other than the Company on the customer side of the demarcation point, which connects a demarcation point to another point.

**Alternate Destination on Call Limiter** - Allows the Customer to specify the maximum number of simultaneous incoming calls allowed for a specific dialed number. As soon as the maximum number of simultaneous calls allowed is reached, calls are routed to the alternate destination predefined by the Customer. The Call Limiter can be defined per number or for a group of access numbers.

**Authorization** - The process of granting or denying access to a network resource.

**Authorization Code** - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's Travel Service or Prepaid Calling Card network to identify the Caller and validate the Caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service under the terms and conditions of this Price List. The Customer remains responsible for payment of services.

**Bit** - The smallest unit of information in the binary system of notation.

**BPS** - Bits per second.

**Call** - Telephonic communication originated by a person or mechanical or electrical device from a number to another number that is answered by a person or mechanical or electrical device. The numbers may be located any distance apart within Idaho. Communication may consist of voice, data, a combination of both, or other transmission, may be by wire or wireless medium and may be for any duration of time. An attempted or incomplete Call is an unsuccessful attempt by a Customer to place a Call.

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**SECTION 1 - DEFINITIONS (CONT'D)**

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**Calling Card Call** - A service whereby the Customer or Authorized User dials all of the digits necessary to route and bill a call placed from a location other than his/her residence or normal place of business. Service is accessed *via* a "1-800" or other access code dialing sequence.

**Circuit** - A communications path provided by Company between two or more demarcation points, at a transmission speed agreed to between Company and Customer.

**Channel** - A communications path between two or more points of termination. Such termination points may be located anywhere in Idaho. Communication may consist of voice, data, a combination of both, or other transmission and may be by a wire or wireless medium. Channel capacity may be any size and is typically measured in bits per second, with 1.5 megabits per second equal to one voice channel. Duration is typically of unlimited duration.

**Commission** - Idaho Public Utilities Commission, the regulatory agency within the State of Idaho.

**Committed Information Rate** - The Committed Information Rate ("CIR") is the amount of bandwidth that the Company agrees to make available to the Customer's Frame Relay Data Terminal Equipment through the Network enabling the transfer of data between any given Frame Relay Permanent Virtual Circuit ingress and egress points during normal network operational conditions. CIRs are provided on a per individual Data Link Channel basis.

**Company or Carrier** - FTCS unless otherwise clearly indicated by the context.

**Customer** - The person, firm or corporation which orders service and is responsible for the payment of charges, compliance with the terms and conditions of this Price List, and compliance with the laws of the State of Idaho.

**Customer Premises** - A location occupied by Customer, or which Customer has the right to occupy, for the purposes of transmitting or receiving communications signals, and which is made available to Company for the maintenance and operation thereon or therein of a Company terminal location.

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**SECTION 1 - DEFINITIONS (CONT'D)**

**Customized Announcement** - Allows the Customer to play customized messages to callers according to pre-defined parameters such as time of day, day of week, or other routing features. The same message can be played in different languages. Once the customized announcement is read, the call is terminated.

**Dedicated** - A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

**Demarcation Point** - The point of interconnection of an Access Line or other connecting communications path or equipment provided by Customer or any person to company-provided equipment.

**Dialed Number Identification** - Dialed Number Identification is translating each public number into a specific private number, with the global VPN enables the Customer to identify the dialed number and the originating location for each call and to route the call to the appropriate operator.

**Facilities** - Cables, wires, poles, conduits and other Company equipment that is used to provide service to Customers including wire center distribution frames and central office switching equipment.

**FTCS** - France Telecom Corporate Solutions L.L.C.

**Fiber Optic Cable** - A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

**Individual Case Basis** - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer and at the Company's sole discretion.

**Initial** - The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points.

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**SECTION 1 - DEFINITIONS (CONT'D)**

**Integrated Services Digital Network** - The Integrated Services Digital Network ("ISDN") is a digital network that permits the switched interconnection of voice, data and video transmissions requiring differing capacities over common facilities.

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

**Mbps** - Megabits per second, denotes millions of bits per second.

**MRC** - Monthly Recurring Charge.

**NXX** - The designation for the first three digits of a local telephone number where N represents 2-9 and X represents 0-9.

**Optimized Call Transfer** - Provides call re-direction upon customer request, with route optimization. It allows to transfer callers to other Customer sites in the most economical way, without occupying call center trunks throughout the duration of the transferred call.

**Permanent Virtual Circuit** - The Permanent Virtual Circuit ("PVC") is the logical connection from one port of a Frame Relay network to another port of the same Frame Relay network. The sizing of the PVC is determined by its CIR and its EIR.

**Port** - A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

**Premises** - The space occupied by the Customer or Authorized User in a building or buildings or contiguous property not separated by a public or quasi-public right-of-way.

**QoS** - Quality of service levels.

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

**Remote Queuing** - Allows the queuing of calls within the network in case of busy conditions at the call center. Limited Customer PBX/ACD resources are mobilized and the lowest price is charged for the time the calls have been queued.

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**SECTION 1 - DEFINITIONS (CONT'D)**

**Residential Service** - Telecommunications services used primarily as non-business service. Residential Service is not offered by the Company at this time.

**Routing on Menu Selection** - Routing on Menu Selection allows the Customer to screen calls within the network and route them according to the caller's needs. With this service, Customer call centers can implement call qualification at the network level or provide self-service for routine transactions, as a front-end application, or for overflow traffic.

**Service** - Any means of services offered herein by the Company or any combination thereof.

**Service Order** - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Price List.

**Shared** - A facility or equipment system or subsystem which can be used simultaneously by several Customers.

**Special Facilities** - Any facilities, goods, supplies, products, equipment, fixtures or other installation specifically installed or constructed for Customer by Company pursuant to a negotiated agreement between Company and Customer.

**Subscriber** - See Customer.

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**SECTION 1 - DEFINITIONS (CONT'D)**

**Price List** - FTCS's P.U.C. Price List No. 2.

**Terminal Equipment** - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company Terminal Location.

**Time-Dependant Routing** - Allows the Customer to define a routing plan depending on date and time. The parameters are time of day, day of week, and day of year. The routing plan can be defined per dialed number or per terminating call center site.

**Transmission of Touch-Tone Signaling** - Transmission of Touch-Tone Signaling allows the Customer Interactive Voice Mail to accept touch-tone signaling from inbound callers to the Customer site.

**Transmission Speed** - Transmission speed or rate, in bits per second (bps), as agreed to by Company and Customer for each circuit.

**United States** - The forty-eight states contained within the mainland United States, the District of Columbia, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, Guam and the Commonwealth of the Northern Mariana Islands.

**Virtual Private Network** - A Virtual Private Network ("VPN") is a switched network with special services such as abbreviated dialing, which allows customers to call between offices in different area codes without dialing all digits.

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of FTCS**

FTCS's services are furnished for interexchange communications originating and terminating within the State of Idaho under the terms of this Price List. FTCS's services are available twenty-four (24) hours per day, seven (7) days per week.

FTCS arranges for installation, operation and maintenance of the communications services provided in this Price List for Customers in accordance with the terms and conditions set forth under this Price List. FTCS may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to FTCS's network.

**2.2 Use**

Services provided under this Price List may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

**2.2.1** Any entity which uses, appropriates or secures the use of services from FTCS other than under the terms and conditions of this Price List shall be liable for an amount equal to the accrued and unpaid charges for services received pursuant to this Price List, plus all applicable court costs and attorneys fees.

**2.3 Limitations of Service, Equipment or Facilities**

**2.3.1** Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Price List. The Company may decline applications for Service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing Service in accordance with the terms of this Price List.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.3 Limitations of Service, Equipment or Facilities (Cont'd)**

- 2.3.2** The Company reserves the right to discontinue or limit Service when necessitated by conditions beyond its control. Examples of these conditions are more fully set forth elsewhere in this Price List or when Service is used in violation of the provisions of this Price List or the law.
- 2.3.3** The Company does not undertake to generate content messages, but offers the use of its Service when available. As more fully set forth elsewhere in this Price List, the Company shall not be liable for errors in transmission or for failure to establish connections.
- 2.3.4** The Company reserves the right to discontinue Service, limit Service, or to impose requirements 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 the Company in its reasonable judgment.
- 2.3.5** The furnishing of Service under this Price List is subject to the availability on a continuing basis of all the necessary facilities and/or equipment are not available. FTCS may decline applications for service to or from a location where the necessary facilities or equipment are not available.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

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**2.3 Limitations of Service, Equipment or Facilities (Cont'd)**

- 2.3.6** FTCS reserves the right to deny service to any person or entity: (A) who, in FTCS's judgment, presents an undue risk of nonpayment, refuses to comply with the deposit requirements set forth in this Price List, or does not pass a credit check; or (B) if FTCS believes that the person's or entity's use of the Service would violate the provisions of this Price List or any applicable law or regulation, or if any applicable law or regulation restricts or prohibits provision of the Service to that person or entity; or (C) if FTCS determines in its sole discretion that facilities are not available to provide the Service; or (D) if FTCS determines in its sole discretion that any order for Service, letter of authorization and/or third party verification is not in conformance with any applicable law or regulation; or (E) the Service requested has been discontinued; or (F) if an order for the Service may be denied under the terms of any carrier, switched or independent sales representative agreement.
- 2.3.7** Service may be discontinued by FTCS, at any time and without notice to its Customers, by blocking traffic to or from certain cities, NXX exchanges, or individual telephone stations, by blocking call origination for FTCS's services, or by blocking calls using certain Customer Authorization Codes and/or access codes, when FTCS deems it necessary to take such action to prevent unlawful and/or unauthorized use of its services. In addition, FTCS may take any of the foregoing actions in the case of actual or anticipated non-payment for its service. In order to control fraud, FTCS may refuse to accept Calling Card, Collect Calling, and/or Third Party calls which it reasonably believes to be unauthorized or invalid and/or may limit the use of these billing options to or from certain areas within the State of Idaho.
- 2.3.8** FTCS reserves the right to refuse to provide service to or from any location where it has not ordered access facilities, installed network interconnections, or the necessary facilities and/or equipment are not available, acceptable, or justifiable. FTCS also reserves the right to make changes to equipment, service components, and/or network configurations as may be required.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.3 Limitations of Service, Equipment or Facilities (Cont'd)**

**2.3.9** The provision of service will not create a partnership or joint venture between FTCS and the Customer nor result in joint service offerings to their respective authorized users.

**2.3.10 Use of Service Mark**

(a) No Customer shall use any service mark or trademark of the Company or refer to Company in connection with any product, equipment promotion, or publication of the Customer without the prior written consent of the Company.

**2.4 Location of Service**

**2.4.1** Originating Areas - areas in this state where service has been established by the Carrier.

**2.4.2** Terminating Areas - all areas of Idaho State.

**2.5 Assignment or Transfer**

All service provided under this Price List is directly or indirectly controlled by FTCS and neither the Customer nor its Authorized Users may transfer or assign the use of service without the express prior written consent of FTCS. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this Price List shall apply to all such permitted transferees or assignees.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

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**2.6 Liability**

- 2.6.1** The liability of FTCS for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of FTCS, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, maintaining, restoring, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this Price List (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.6.2** In no event shall FTCS or any of its affiliates be liable to Customer, its customers or any of their affiliates under this Price List for any loss of profit or revenue or for any incidental, consequential, indirect, punitive or similar or additional damages incurred or suffered as a result of incorrect or defective transmissions, or any direct or indirect consequences thereof, while using the Services, performance, non-performance, termination, breach, or other action or inaction, on the part of FTCS, under this Price List, even if Customer advises FTCS of the foreseeability, possibility, likelihood, probability or certainty of such loss or damage.
- 2.6.3** When the services or facilities of other entities are used separately or in conjunction with FTCS's facilities or equipment in establishing connection to points not reached by FTCS's facilities or equipment, FTCS shall not be liable for any act or omission of such other entities or their agents, servants or employees. FTCS shall not be liable for any act or omission of vendors supplying equipment to Customer nor for claims regarding the performance of such vendor supplied equipment.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.6 Liability (Cont'd)**

- 2.6.4** FTCS shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond its reasonable control as determined by FTCS. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, unavailability of rights-of-way or materials, or preemption of existing service to restore service in compliance with the decisions, rules, regulations and orders of the Commission or any other federal, international, state, or local governmental agency or authority.
- 2.6.5** FTCS shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, the Customer's agents, or Authorized Users, or by facilities or equipment provided by the Customer. FTCS shall not be liable for any act or omission by any entity furnishing to the Company or to the customer facilities or equipment used for or with the services the Company offers. The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at the premises of the Company. The Company shall not be liable for the performance of said vendor or vendor's equipment.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

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**2.6 Liability (Cont'd)**

- 2.6.6** FTCS does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous, or otherwise unsuitable for such equipment. Customers and Authorized Users indemnify and hold FTCS harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any party or persons, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer, Authorized User, or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such equipment so used.
- 2.6.7** The Company is not liable for any defacement of or damage to the premises of a Customer or end-user (or authorized or joint user) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of the gross negligence or willful misconduct on the part of the agents or employees of the Company.
- 2.6.8** The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- 2.6.9** The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or gross negligence.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.6 Liability (Cont'd)**

- 2.6.10** The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with service.
- 2.6.11** 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 AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- 2.6.12** The Customer and any authorized or joint users, jointly and severally, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability for patent infringement arising from (1) combining with, or using in connection with facilities the Company furnished, facilities the Customer, authorized user, or joint user furnished, or (2) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control and from all other claims, loss, damage, expense (including attorneys' fees and court costs), or (3) liability arising out of any commission or omission by the Customer, authorized user, or joint user in connection with the Service. In the event that any such infringing use is enjoined, the Customer, authorized user, or joint user, at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer, authorized user, or joint user, shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such slander, libel, infringement, or other claims.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

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**2.6 Liability (Cont'd)**

**2.6.13** The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1". Customer agrees to advise its users that as to Company's data services, the "9-1-1" emergency dialing does not connect to the local public safety answering point.

**2.6.14** THE INCLUDED EXCULPATORY LANGUAGE DOES NOT CONSTITUTE A DETERMINATION BY THE COMMISSION THAT A LIMITATION OF LIABILITY IMPOSED BY THE COMPANY SHOULD BE UPHELD IN A COURT OF LAW. ACCEPTANCE FOR FILING BY THE COMMISSION RECOGNIZES THAT IT IS A COURT'S RESPONSIBILITY TO ADJUDICATE NEGLIGENCE AND CONSEQUENTIAL DAMAGE CLAIMS. IT IS ALSO THE COURT'S RESPONSIBILITY TO DETERMINE THE VALIDITY OF THE EXCULPATORY CLAUSE.

**2.7 Billing and Payment for Service****2.7.1 Application for Service**

- (a) Customers desiring to obtain Service must complete service application forms provided by Company. Company may require Customers or potential customers to provide information pertaining to their ability to pay for Service. Company may deny Service to Customers or potential customers which do not provide the requested information or who fail to meet Company's financial criteria. Only Customers which have subscribed to Company's interstate and international services pursuant to an agreement with the Company are eligible to apply for the service offerings contained in this Price List.

**2.7.2 Cancellation of Application for Service:**

- (a) Where installation of Service has been started prior to the cancellation of an application for Service, a cancellation charge equal to the costs incurred by the Company may apply.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.7 Billing and Payment for Service (Cont'd)**

**2.7.3 Cancellation of Service:**

- (a) The Customer may have service discontinued upon thirty (30) days written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. Upon early cancellation of a term agreement, the Customer agrees to pay Company for the balance due under the contract for the entire term of the agreement. Unless the Customer notifies Company at least thirty (30) days prior to the end of the initial term of the agreement, the agreement shall be automatically extended for a term equivalent to the initial term.

**2.7.4 Deposits**

The Company does not collect deposits or prepayments from Customers at this time.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.7.5 Payment of Charges**

- (a) The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Customer may receive its bill in: 1) a paper format, or 2) via electronic transmission. Such bills are due upon receipt regardless of the media utilized. The Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage. Adjustments for the quantities of Service established or discontinued in any billing period beyond the minimum period will be prorated to the number of days based on a 30-day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of the bill.
- (b) All bills for Service provided to the Customer by the Company are due 15 days from the bill date. If any portion of the payment is received by the Company after the payment due date as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be a portion of the payment not received by the payment due date times a late factor. The late factor shall be 1.5% per month or 18% annually, or the highest rate allowed by law, whichever is the lesser. The late factor will be applied for the number of days from the payment due date to and including the date that the Customer actually makes the payment to the Company.
- (c) Customer shall be responsible for payment of all sales, use, gross receipts, excise, access, bypass or other local, state and Federal taxes, charges or surcharges, however designated, imposed on or based upon the provision, sale or use of the services rendered by Company. Such taxes and surcharges shall be separately stated on the Customer's bill.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.7 Billing and Payment for Service (Cont'd)****2.7.5 Payment of Charges (Cont'd)**

- (d) When a check which has been presented to Company by a customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge of \$20.

**2.7.6 Non-Recurring Charges**

- (a) Non-recurring charges are payable when the service for which they are specified has been ordered. If an entity other than FTCS (*e.g.*, another carrier or supplier) imposes or will impose charges on FTCS in connection with an ordered service, those costs will also be charged to the Customer.

**2.7.7 Customer Overpayments**

- (a) Company will provide interest on customer overpayments that are not refunded within 30 days of the date Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be the greater of the customer deposit interest rate or Company's applicable late payment penalty.
- (b) Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the customer's overpayment was originally recorded to the customer's account by Company.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.7 Billing and Payment for Service (Cont'd)**

**2.7.8 Disputed Bills**

- (a) In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a written documented claim for the disputed amount. The Customer must submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within thirty (30) days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- (b) Unless disputed, the invoice shall be deemed to be correct and payable in full by Customer. If the Customer is unable to resolve any dispute with the Company, then Customer may file a complaint with the Idaho Public Utilities Commission, P.O. Box 83720, Boise, ID 83720-0074, Tel: 334-0300 (within the local calling area) or (800) 432-0369.
- (c) If the dispute is resolved in favor of the Customer, no interest credits or penalties will apply.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

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**2.8 Service Connections and Facilities on Customer's Premises**

- 2.8.1** All Service along the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.
- 2.8.2** Customer shall allow Company continuous access and right-of-way to Customer's premises to the extent reasonably determined by the Company to be appropriate to the provision and maintenance of services, equipment, facilities and systems relating to this Price List.
- 2.8.3** The Company may undertake to use reasonable efforts to make available services 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. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- 2.8.4** The Company undertakes to use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer, joint user, or authorized user may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.8.5** Title to all facilities provided by Company, including Terminal Equipment, shall remain with the Company. The operating personnel and the electric power consumed by such equipment on the premises of the Customer shall be provided by and maintained at the expense of the Customer.
- 2.8.6** Equipment the Company provides or installs at the Customer's premises for use in connection with the Services the Company offers shall not be used for any purpose other than that for which the Company provided it.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.8 Service Connections and Facilities on Customer's Premises (Cont'd)**

**2.8.7** Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents imposed on Company-provided equipment and wiring by connection shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons.

**2.8.8** The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Price List, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Price List and to the maintenance and operation of such facilities; subject to this responsibility, the Company shall not be responsible for:

- (a) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission of; or
- (b) the reception of signals by Customer-provided equipment.

**2.8.9** Company is solely responsible for operating Company-provided equipment. In the event that Customer attempts to operate any Company-provided equipment without first obtaining Company's written approval, in addition to any other remedies of Company for a breach by Customer of Customer's obligations hereunder, Customer shall pay Company for any damage to Company-provided equipment caused or related to Customer's improper operation of Company-provided equipment upon receipt by Customer of a Company invoice therefore. In no event shall Company be liable to Customer or any other person for interruption of the Service or for any other loss, cost or damage caused or related to Customer's improper use of Company-provided equipment.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.8 Service Connections and Facilities on Customer's Premises (Cont'd)**

- 2.8.10** Customer agrees to allow Company to remove all Company-provided equipment from Customer's premises:
- (a) upon termination, interruption or suspension of the Service in connection with which the equipment was used; and
  - (b) for repair, replacement or otherwise as Company may determine is necessary or desirable.
- 2.8.11** At the time of such removal, such equipment shall be in the same condition as when delivered to Customer or installed on Customer's premises, normal wear and tear only excepted. Customer shall reimburse Company for the unamortized cost of any such equipment in the event the foregoing conditions are not met.
- 2.8.12** The Customer, authorized user, or joint user is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. In advance, Customer will submit to Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically compatible with Company's facilities. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.8 Service Connections and Facilities on Customer's Premises (Cont'd)**

**2.8.13** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Service, and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

**2.9 Interconnection**

**2.9.1** Service furnished by FTCS may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by FTCS. Service furnished by FTCS is not part of a joint undertaking with such other common carriers or systems. FTCS does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of FTCS with services or facilities of other common carriers or with private systems.

**2.9.2** Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this Price List and the other common carrier's Price Lists.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.10 Inspection, Testing and Adjustment**

FTCS may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Price List are being complied with in the installation, operation or maintenance of the Customer's facilities or equipment. FTCS may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

**2.11 Credit Allowances for Interruption of Service**

Credit allowances for interruptions of service which are not due to FTCS's inspection or testing, to the negligence of the Customer, or the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this Price List.

It shall be the obligation of the Customer to notify FTCS immediately of any interruption in service for which the Customer desires a credit allowance. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.

For purposes of credit computation, every month shall be considered to have 30 days. The Customer shall be credited for an interruption of one day (24 hours) or more at the rate of 1/30<sup>th</sup> of the monthly charge for the services affected for each day that the interruption continues.

Credit Formula:

$$\text{Credit} = A/30 \times B$$

A = outage time in days

B = total monthly charge for affected service.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.11 Credit Allowances for Interruption of Service (Cont'd)**

No credit allowances shall be made for:

Interruptions that are caused by the negligence of the Customer or others authorized by the Customer to use the Customer's service;

Interruptions that are due to the failure of power, equipment, systems, or services not provided by FTCS;

Interruptions during any period during which FTCS or its agents are not afforded access to the premises where Access Lines associated with the Customer's service are located;

Interruptions during any period when the Customer or user has released the service to FTCS for maintenance, rearrangement, or the implementation of a Customer order;

Interruptions during any period when the Customer or user has refused to release the service for testing or repair;

Interruptions during any period when the non-completion of calls is due to network busy conditions; or

Interruptions not promptly reported to the FTCS.

**2.12 Obligations of the Customer**

**2.12.1** The Customer shall be responsible for:

- (a) The payment of all applicable charges as set forth in this Price List.
- (b) Damage or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, authorized user, or joint user or the non-compliance by the Customer, authorized user, or joint user with these regulations; or by fire or theft or other casualty on the premises of the Customer, authorized user, or joint user unless caused by the negligence or willful misconduct of the employees or agents of the Company.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.12 Obligations of the Customer (Cont'd)****2.12.1 The Customer shall be responsible for (Cont'd):**

- (c) Providing as specified from time to time by the Company any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, authorized user, or joint user and the level of power, heating and air conditioning necessary to maintain the proper environment on such premises.
- (d) Obtaining, maintaining, and otherwise having full responsibility for rights of way and conduit necessary for installation of fiber optic cable and associated equipment to provide Service to the Customer, authorized user or joint user from the cable building entrance or the property line of the land on which the structure wherein any termination point or origination point used by the Customer, authorized user or joint user is placed or located, whichever is applicable, through the point of entry into the structure, throughout the structure, to the location of the equipment space. Any and all costs associated with the obtaining and maintaining of the rights of way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for Service.
- (e) Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury to Company employees or property might result from installation or maintenance by the Company.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.12 Obligations of the Customer (Cont'd)**

**2.12.1 The Customer shall be responsible for (Cont'd):**

- (f) Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights of way for which the Customer is responsible and obtaining permission for Company agents or employees to enter the premises of the Customer, authorized user, or joint user at any reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of Service as stated herein, removing the facilities or equipment of the Company.
- (g) Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes.
- (h) Keeping the Company's equipment and facilities located on the Customer's premises of rights of way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's services or from the locations of such equipment and facilities.
- (i) Customer provided terminal equipment on the premises of the Customer, authorized user, or joint user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user. Conformance of Customer provided station equipment with Part 68 of the FCC Rules is the responsibility of the Customer.

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