

Original Title Sheet

WESTCOM L.L.C.

d/b/a

WESTELFIBER  
1450 Eagle Flight Way  
Boise, ID 83709

Schedule of

GENERAL REGULATIONS FOR EXCHANGE SERVICES

Applying to the Local Exchange

Services and Facilities of this Company

in the State of Idaho

This price list sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communication services by WesTelFiber (hereinafter "The Company") to Customers within the State of Idaho. The rates and rules contained herein are subject to change pursuant to the rules and regulations of the Idaho Public Utilities Commission. This price list is on file with the Idaho Public Utilities Commission and copies may be inspected, during normal business hours, at the Company's principal place of business located at 1450 Eagle Flight Way, Boise, ID 83709

Issued: December 18, 2007

WesTelFiber  
1450 Eagle Flight Way  
Boise, ID 83709

Effective: January 1, 2008

Original Sheet 1

**CHECK SHEET**

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Section 1

**CONTACT INFORMATION**

- 1.1 Customer contact - For establishment of service, complaint, inquires regarding service and billing, reporting or inquiring about network outages or service problems:

WestCom LLC d/b/a WesTelFiber  
1450 Eagle Flight Way  
Boise, ID 83709  
Office: (208) 472-8800  
Fax: (208) 399-3914  
Email: [sales@westelfiber.com](mailto:sales@westelfiber.com)  
Web: [www.westelfiber.com](http://www.westelfiber.com)

- 1.2 Commission contact – price list information:

Susan Lamb  
Lamb Communication Services  
111 Teal Ln  
Sagle, ID 83860  
Telephone: (208) 304-9474  
Facsimile: (509) 752-8984  
Email: [susan\\_lamb@lambcomservices.net](mailto:susan_lamb@lambcomservices.net)

- 1.3 Commission contact - complaints:

Willie Lafrades  
WesTelFiber  
1450 Eagle Flight Way  
Boise, ID 83709  
Office: (208) 493-2048  
Fax: (208) 338-3914  
Email: [wlafrades@solutionpro.com](mailto:wlafrades@solutionpro.com)

- 1.4 Idaho Agent:

Molly O'Leary  
Richardson & O'Leary PLLC  
P.O. Box 7218  
Boise, ID 83707  
Telephone: (208) 938-7900  
Facsimile: (208) 938-7904  
Email: [Molly@richardsonandoleary.com](mailto:Molly@richardsonandoleary.com)

**Section 2 TRACKING AND NUMBERING**

The following symbols shall be used in this price list (price sheet) for the purpose indicated below:

(C) -Indicates a change in listing, rule, or condition, which may affect rates or charges.

(D) -Indicates discontinued material, including a listing, rate, rule or condition.

(I) - Indicates an increase.

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

(N) -Indicates new material including listing, rate, rule, condition or sheet.

(R) - Indicates a reduction.

(S) - Indicates reissued matter.

(T) - Indicates a change in wording of text, but no change in rate, rule or condition.

**Section 3 APPLICATION OF PRICE LIST**

WesTelFiber (hereinafter "The Company") has been authorized by the Idaho Public Utilities Commission (Idaho PUC) to provide competitive local exchange and inter-exchange services.

This price list sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local exchange services to residential and small business customers within the state of Idaho. The rates and rules contained herein are subject to change pursuant to the rules and regulations of the Idaho PUC.

#### Section 4 DEFINITIONS

Certain terms used generally throughout this price list are defined below.

Access Lines: A telephone facility which permits access to and from both the Customer's premises and the telephone exchange or serving central office.

Advance Payment: Payment of all or part of a charge required before the start of service. It may consist of any required construction cost, all appropriate nonrecurring charges and an estimate of the first month's recurring charges. Advance Payments will be applied to the first bill rendered by Company following implementation of services.

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

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

Application: A request made in writing for telephone service.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

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

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

Company: WesTelFiber that is the issuer of this price list.

Commission: The Idaho Public Utilities Commission.

Customer: The person, firm, corporation or other entity that orders service and is responsible for the payment of charges and for compliance with the Company's price list regulations.

**Section 4**      **DEFINITIONS (Cont'd)**

Direct Inward Dialing (DID): A service attribute that routes incoming calls directly to Stations, by-passing a central answering point.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust governmental entity or corporation engaged in the provision of local exchange telephone service.

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.

Hunting: Routes a call to an idle Station line.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

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 for the provision and administration of communications services.

Local Calling: A completed call or telephonic communication between a calling Station and any other station within the local service area of the calling Station.

Local Exchange Carrier: A company that furnishes exchange telephone service.

Non-Listed Service: Means a Customer is not listed in the published directory, but is listed in the directory assistance database.

Non-Published Service: Means a Customer is not listed in the published directory or in the directory assistance database.

Non-Recurring Charges: The one-time charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

**Section 4**      **DEFINITIONS (Cont'd)**

Off-Hook: The term "off-hook" denotes the active condition of a telephone exchange service line.

On-Hook: The term "on-hook" denotes the idle condition of a telephone exchange service line.

On-Net: A term given to a Customer premise or Building that is located on the Company's fiber network via company owned or company leased facilities.

Off-Net: A term given to a Customer premise or Building that is connected to the Company's fiber network via non-company owned or company leased facilities.

Originating Off-Net: A call originating on and placed via non-company owned or company leased facilities.

Originating On-Net: A call originating on and placed via company owned or company leased facilities.

Pre-subscription: Pre-subscription is an arrangement whereby an end user may select and designate to the Telephone Company an Interexchange carrier (IXC) to access, without an access code, for InterLATA calls. This IXC is referred to as the end user's pre-designated IXC.

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

Residential Service: Telephone Service provided to customers when the actual or obvious use is for domestic purposes

**Section 4**      **DEFINITIONS (Cont'd)**

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this price list, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this price list, except that the duration of the service is calculated from the Service Commencement Date. Service Order may also be referred to as Service Plan.

Services: The Company's telecommunications services offered on the Company's network.

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

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

Station: Telephone equipment from or to which calls are placed.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

User or End User: A Customer or any other person authorized by the Customer to use service provided under this price list.

**Section 5 DEPOSIT REQUIREMENTS**

5.1 Deposits

If the Company can prove that the Customer is likely to be a credit risk or to damage property of the Company, the Customer shall make a deposit before a service is furnished or continued. [See IDAPA 31.41.01, Rule 101.] Such deposit shall be held as a guarantee for the payment of charges. The Company may require such a deposit, which may be in addition to an advance payment, if the Company considers this action necessary to safeguard its interests. The deposit requested will be in cash or the equivalent of cash. Payment of a deposit does not relieve the Customer from compliance with Company Regulations concerning prompt payment of bills, nor does it change the condition regarding disconnection of service when bills are not paid.

The deposit shall not exceed one-sixth (1/6) of estimated annual billings. At any time, at its option, or after (12) months of service, if the Customer has not been delinquent in the payment of the Company bills, the Company may return the deposit or credit it to the Customer's account. In addition, the Company shall be entitled to require the Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. When a service is discontinued, the amount of any applicable deposit, plus accrued interest, will be applied to the Customer's account and any credit balance remaining will be refunded.

5.1.1 Interest on deposits held shall be payable and accrued at a rate set by the Idaho PUC under the provisions of IDAPA 31.41.01.106.

5.1.2 Upon termination of service, the Company shall return to the Customer the amount then on deposit, plus accrued interest, less any amounts due to the Company from the Customer for service rendered on the telephone account.

**Section 5 DEPOSIT REQUIREMENTS (Cont'd)**

5.1 Deposits (Cont'd)

- 5.1.3 Any deposit, plus accrued interest, may be applied to the Customer's telephone account following completion of twelve months' satisfactory payment. The credit will be applied against service in the 13<sup>th</sup> and, if appropriate, subsequent months once satisfactory credit is established. Upon the Customer's request, the refund shall be made in the form of a check issued and mailed to the Customer.

**Section 6 PAYMENT ARRANGEMENTS**

6.1 Billing and Collection of Charges

6.1.1 Issuance and Contents of Bills.

Bills will be rendered monthly to Customers and shall contain the following information:

- a) the billing date;
- b) the time period covered by the bill;
- c) the due date of the bill;
- d) any amounts transferred from another account;
- e) any amounts past due;

**Section 6 PAYMENT ARRANGEMENTS (Cont'd)**

6.1 Billing and Collection of Charges (Cont'd)

6.1.1 Issuance and Contents of Bills (Cont'd)

- f) any payment credits applied to the Customer's account since the last bill;
- g) the total amount due;
- h) names of other entities, if any, for which the Customer is also being billed by the Company for services which are not provided by the Company, including, the identification of the service(s) billed, and the amount(s) of those billings;
- i) the mailing address(es) or toll-free telephone number(s) available to Customers in the service territory for answering inquiries about telephone services billed;
- j) an itemization of all non-recurring charges;
- k) an itemization of the following recurring charges: total local exchange service bill (mileage or zone charges and charges for extended area service may be included in the total rather than an separate items), touch tone capability, custom calling features, non-primary directory listings, wire maintenance plans, equipment leases, and government imposed taxes, surcharges or subscriber line charges. All other recurring charges may be included in a miscellaneous billing category if the Company explains the charges in writing pursuant to IDAPA 31.41.02.101. Charges for each element of packages services, local measured service, or other calling plans in which individual calls are not billed need not be separately itemized if the Company provides an explanation of those services pursuant to IDAPA 31.41.02.101; and;
- l) for MTS bills, the number called, the date, time, duration, destination, and charge for each call. For collect and third party calls, the Company will itemize the origin of the call. In those instances where the Company may bundle long distance calling with local exchange services for one price a detailed itemization of the call may not be available.

**Section 6 PAYMENT ARRANGEMENTS (Cont'd)**

6.2 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. The Company must receive objections within 30 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer.

6.2.1 Taxes, Charges and Fees: The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges, user fees, or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of the Company's services. The Customer is responsible for payment of taxes, charges, or fees ordered by the Idaho Public Utilities Commission, the Idaho State Legislature, or local, and county government. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

6.2.2 A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipt tax on the Company's operations in any such state, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

6.2.2.1 Universal Service Fund Surcharge (USF):

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

6.2.2.2 Idaho Telecommunications Service Assistance Program (ITSAP):

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

**Section 6 PAYMENT ARRANGEMENTS (Cont'd)**

6.2 Payment for Service (Cont'd)

6.2.3 All service, installation, monthly Recurring Charges and Non-Recurring Charges are due and payable upon receipt.

6.2.4 The Company shall present bills for Recurring and Usage Charges monthly to the Customer, in arrears of the month for which service is provided.

6.2.5 For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

6.2.6 Amounts not paid within 30 days after the date of invoice are considered past due and delinquent and are subject to Late Payment Charges pursuant to section 6.7 of this price list.

6.2.7 A \$20.00 charge will be assessed for checks with insufficient funds or non-existing accounts.

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

6.3 Disputed Bills

Any Customer who disputes a portion of a bill rendered for Company services shall pay the undisputed portion of the bill and provide written notice to the Company that such unpaid amount is in dispute within thirty (30) days of receipt of the bill. If the Company does not receive such written notice within thirty (30) days as indicated above, the Company shall consider the bill statement to be due and payable in full by the Customer. Payment of the amount due by the Customer does not constitute a waiver of the Customer's rights under the provisions of IDAPA 31.41.01.204 to challenge any billing amount due or paid to the Company.

**Section 6 PAYMENT ARRANGEMENTS (Cont'd)**

6.3 Disputed Bills (Cont'd)

- a) In the event a Customer and the Company cannot resolve a billing dispute to their mutual satisfaction, the Customer may contact the Idaho Public Utilities Commission and proceed in accordance with the Idaho Public Utilities Commission's rules. The address and telephone number for the Idaho PUC are:

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

- b) If the time when the error in preparation or malfunction of billing equipment or failure to bill began cannot be reasonably determined, the corrected billings shall not exceed the most recent six (6) months before the discovery of the error or malfunction. If the time when the malfunction or error or failure to bill began can be reasonably determined, the corrected billings shall go back to that time, but need not exceed the time provided by section 61-642, Idaho Code (three (3) years).
- b) Once the billing dispute is resolved, the Customer shall submit payment of any outstanding amounts deemed due to the Company within five (5) working days of notification of the amount due, or as ordered by the Idaho Public Utilities Commission or court.

6.4 Complaints

6.4.1 Conference

Upon receiving a complaint or request for conference, the Company shall promptly, thoroughly and completely investigate the complaint, confer with the Customer or applicant when requested, and notify the Customer or applicant of the results of its investigation and make a good faith attempt to resolve the complaint. The oral or written notification shall advise the Customer or applicant that the Customer or applicant may request the Commission to review the Company's proposed disposition of the complaint.

**Section 6 PAYMENT ARRANGEMENTS (Cont'd)**

6.4 Complaints (Cont'd)

6.4.2 Record of Complaints

The Company shall keep a record of written complaints and requests for conferences pursuant to IDAPA 31.41.01.401 and 402. These records shall be retained for a minimum of one year at office of the Company where the complaints were received or where conferences were held. The records shall be readily available upon request by the complaining Customer or applicant, the Customer or applicant's agent possessing written authorization, or the Commission. The records must note whether the Customer was advised as required by pursuant to IDAPA 31.41.01.401.03 that the Customer or applicant may request the Commission to review the Company's proposed disposition of the complaint.

When directed by the Commission, the Company shall submit a report to the Commission that states and classifies the number of complaints made to the Company pursuant to IDAPA 31.41.01.401 and 40, and the general subject matter of the complaints.

6.5 Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge (s) and two months' charges for the service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a deposit.

**Section 6 PAYMENT ARRANGEMENTS (Cont'd)**

6.6 Allowances for Interruptions of Service

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

6.6.1 Credit for Service Interruptions:

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, the Company will credit the Customer's account as further defined in subsection 7.4 of section 7. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted. Only those facilities on the interrupted portion of the circuit will receive a credit.

6.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this price list by, the Customer, Authorized User, Joint User, or other common carrier providing service connected to the service of Company;
- (b) interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (c) interruptions due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

**Section 6 PAYMENT ARRANGEMENTS (Cont'd)**

6.6 Allowances for Interruptions of Service (Cont'd)

6.6.2 Limitations on Allowances (Cont'd)

- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (g) interruptions of service due to circumstances or causes beyond the control of the Company.

6.6.3 Use of Alternative Service Provided by the Company:

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the price listed rates and charges for the alternative service used.

6.7 Late Payment Charges

A Late Payment Charge of one and a half percent (1 ½%) will apply to each Customer bill when the previous month's bill has not been paid in full, leaving an unpaid balance carried forward. The late payment charge is applied to the total unpaid amount carried forward and is included in the total amount due on the current month's bill. The amount of the late payment penalty shall be indicated on the Customer's bill.

6.8 Partial Payments

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

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

**Section 6 PAYMENT ARRANGEMENTS (Cont'd)**

6.8 Partial Payments (Cont'd)

6.8.3 Payments are to be applied to the undisputed balance owed by the Customer. A Customer may designate how a payment insufficient to pay the total balance due shall be applied. If applicable, and in the absence of instructions from the Customer, a partial payment shall be allocated first to local exchange services. [See IDAPA.31.41.01 Rule 306.06.] Such payments shall be applied first to the oldest undisputed balances.

6.8.4 The Company shall notify the Customer of its procedures for allocating partial payments in its summary of the Idaho Public Utilities Commission Rules available in its local office and in its written notice regarding discontinuance of service provided to the Customer under this price list. In discussing or negotiating payment arrangements, the Company shall advise the Customer what amount of payment the customer shall allocate to local exchange service or to MTS service or other services in order to prevent the termination of those services.

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

No payment arrangement binds a customer if it requires the Customer to forego any right provided for in the Idaho Public Utilities Commission's Rules.

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

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

6.9 Moves, Add and Changes

Upon written request from the Customer, the Company will transfer an existing service from one location to another location served by the Company, change from one class of service to another, or add additional services or features to specific lines and equipment. The Company may charge the Customer a non-recurring charge for such service.

**Section 7 SERVICE OUTAGES**

7.1 Definition

Service Outage – when a Customer’s local telephone service quality deteriorates to such an extent that the Customer cannot make local calls or cannot make local calls or cannot receive local calls or cannot use the service for voice grade communication because of cross-talk, static, or other transmission problems, the Company will respond to a Customer’s report of as a “service outage” and proceed in accordance with this section.

7.2 Receipt and Recording of Reports

The Company shall provide for the receipt of Customer trouble reports at all hours and make a full and prompt investigation of and response to all reports. The Company shall maintain an accurate record of trouble reports made by its Customers. The record shall include accurate identification of the Customer or service affected, the time, date, and nature of the report, the action taken to clear the trouble or satisfy the Customer, and the time of trouble clearance or other disposition. The record shall be available to the Commission or its authorized representatives upon request at any time within five years of the date of a record.

7.3 Repair Service Standards

When informed by a Customer of a service outage as defined by subsection 7.1 of this section, the Company shall:

- a) restore service within sixteen (16) hours after the report of the outage if the Customer notifies the Company that the service outage creates an emergency for the Customer; or
- b) restore service within twenty-four (24) hours after the report of the outage if no emergency exists, except that outages reported between noon on Saturday and 6:00 p.m. on the following Sunday must be restored within 48 hours or by 6:00 p.m. on the following Monday, whichever is sooner.

**Section 7 SERVICE OUTAGES (Cont'd)**

**7.4 Failure to Restore Service in a Timely Manner**

If the Company does not restore service within the times set out by subsection 7.3 of this section, the Company shall credit the Customer's account for an amount equal to the monthly rate for one (1) month of basic local exchange service unless:

- a) the Customer fails to keep an appointment with the Company that was agreed to between the Company and the Customer when the original commitment was made;
- b) the disruption of telephone service was caused by natural disaster or other causes not within the Company's control affecting large groups of Customers;
- c) conditions exist where the personal safety of a repair technician would be jeopardized and the Company has used reasonable judgment and diligence to restore service, giving due regard for the needs of various Customers and the requirements of the telecommunications service priority program order in FCC Docket 88-341 (47 C.F.R. Part 64, Appendix A);
- d) the Customer causes the Customer's own service outage;
- e) the Customer does not make a reasonable effort to arrange a repair visit within the service restoration deadline; or
- f) the Company determines that the outage is attributable to the Customer's own equipment or inside wire.

**Section 8 REFUSAL, DISCONNECTION OR TERMINATION OF SERVICES**

8.1 General

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

- a) the reasons for the denial of the service;
- b) actions the applicant may take in order to receive the denied service; and
- c) a statement that an informal or formal complaint concerning denial of the service may be filed with the Company or with the Idaho Public Utilities Commission.

8.1.1 Grounds for Refusal to Establish Service

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

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

**Section 8 REFUSAL, DISCONNECTION or TERMINATION OF SERVICES (Cont'd)**

8.2 With Written Notice to the Customer

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

- a) for nonpayment of any undisputed amounts owing to the Company;
- b) the premises have been vacated by the Customer;
- c) for tampering with the Company's property;
- d) for violation of rules, service agreements, or filed price lists;
- e) for use of Customer equipment which adversely affects the Company's property, facilities, or services to its other Customers, or upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer, or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair; or
- f) for any governmental prohibition, or required alteration of the services provided, or any violation of any applicable law or regulation, or unlawful use of service or use of service for unlawful purposes, the Company may immediately discontinue or suspend service; or
- g) for fraudulent obtaining or use of service, including, but not limited to:
  - 1) providing false information to the Company regarding the Customer's identity, address, creditworthiness, or current or planned use of common communications;
  - 2) using or attempting to use service by rearranging, tampering with, or making connection to the Company's service where not authorized by this price list;
  - 3) using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
  - 4) any other fraudulent means or device.

**Section 8 REFUSAL, DISCONNECTION or TERMINATION OF SERVICES (Cont'd)**

**8.2 With Written Notice to the Customer (Cont'd)**

Whenever a fraudulent obtaining or use of a service is detected, the Company may discontinue service without notice, as described in 9.2 of this price list; provided, however, that if the Customer makes immediate payment for the estimated amount due for the service that had been fraudulently obtained, and for all costs resulting from such fraudulent use, the Company may choose to continue such service, subject to any applicable deposit requirements.

**8.3 Without Written Notice to the Customer**

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

- a) **Dangerous Condition.** A condition immediately dangerous or hazardous to the life, physical safety, or property exists, or it is necessary to prevent a violation of federal, state or local safety or health codes.
- b) **Ordered to Terminate Service.** The Company is ordered to terminate service by any court, the Idaho PUC, or any other duly authorized public authority.
- c) **Services Obtained Illegally.** The service(s) was (were) obtained, diverted or used without the authorization or knowledge of the Company.
- d) **Customer Unable to be contacted.** The Company has tried diligently to provide reasonable notice to the Customer, but has been unsuccessful in its attempt to contact the Customer.
- e) **Misrepresentation of Identity.** The customer has misrepresented the customer's identity for purposes of obtaining telephone service and has no or inadequate security deposit on file with the Company and has an outstanding bill exceeding one hundred (\$100) dollars.

**Section 8 REFUSAL, DISCONNECTION or TERMINATION OF SERVICES (Cont'd)**

8.4 Upon Customer Request

The Company will, upon Customer request, discontinue or suspend services due to the Customer's:

- a) insolvency;
- b) assignment for the benefit of creditors;
- c) filing for bankruptcy or reorganization; or
- d) failure to discharge an involuntary petition in bankruptcy within the time permitted by law.

8.5 If Rule 402 Complaint is Pending

Except as authorized by order of the Idaho PUC or of the Judiciary, local exchange service shall not be terminated for failure to pay amounts in dispute while a complaint regarding that telephone service and properly filed pursuant to IDAPA 31.41.01.402 is pending before the Idaho PUC, or while a case placing at issue payment for that telephone service is pending before a court in the State of Idaho.

The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.

Upon the Company's discontinuance of service to the Customer under Section 8, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this price list.

**Section 8 REFUSAL, DISCONNECTION or TERMINATION OF SERVICES (Cont'd)**

8.6. Cancellation of Application for Service

8.6.1 Applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

8.6.2 Where prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

8.6.3 The special charges described in 8.6.1 and 8.6.2 will be calculated and applied on a case-by-case basis.

8.7 Termination of Service Contract

8.7.1 After the expiration of the initial contract period, and if no new contract period is agreed upon, in writing, by the Company and the Customer, the service contract will be automatically renewed for an additional one (1) year term at the current rate for that term period. Service may be terminated upon sixty (60) days advance notice to the Company. The Customer shall be responsible for payment of all charges due to the date of termination of the service, including termination charges calculated from the date of disconnect to the expiration of the contract term.

**Section 8 REFUSAL, DISCONNECTION or TERMINATION OF SERVICES (Cont'd)**

8.7 Termination of Service Contract (Cont'd)

8.7.2 If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 6.6.1 above), Customer agrees to pay to the Company following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 6.2.2: all costs, fees and expenses reasonable incurred in connection with

- (1) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- (2) any disconnection, early cancellation or termination charges
- (3) reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (4) all Recurring Charges specified in the applicable Service Order price list for the balance of the then current term.

8.7.3 The Customer may terminate service prior to the expiration of the term if the Customer orders a new service through the Company for a specific length of service and a minimum monthly billing commitment exceeding the original agreement. The former service will terminate on the start date of the new service.

8.8 Restoration of Service After Termination for Non-Payment

A reconnection charge of \$50.00 shall be imposed on any Customer whose service has been discontinued pursuant to the provisions of this price list. The Company reserves the right to impose additional advance payment and/or deposit requirements on such Customers prior to restoration of service, and to refuse to restore service until all amounts due have been paid.

Should the Customer request that service be restored during a period other than regular working hours, such as evenings or weekends; the Customer may be required to pay an after-hour charge of \$ 150.00 for service reconnection.

**Section 8 REFUSAL, DISCONNECTION or TERMINATION OF SERVICES (Cont'd)**

8.9 Service Termination

Unless otherwise provided by this price list or as required by the Commission or other local, state, or federal authorities, the Company will not terminate service to a Customer until a minimum of twenty-four (24) hours after notice or a diligent attempt to notify the Customer.

8.9.1 Seven-Day Notice

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

8.9.2 Twenty-Four-Hour Notice

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

8.9.3 Additional Notice

If the Company does not terminate service within twenty-one (21) days after a proposed termination date as specified in written notice, and the matter is not the subject of a pending complaint before the Idaho Public Utilities Commission, or if other arrangements have not been made with the customer, the Company will again make a diligent effort to contact the Customer of the proposed action as specified in subsection 8.9.2 related to Twenty-Four-Hour Notice. If the Company has not terminated service within twenty-eight (28) days of mailing a written notice of termination, but still intends to terminate, the Company will again issue a written notice as set out by subsection 8.9.1 of this price list, related to Seven-Day Notice.

**Section 9 TRANSFERS AND ASSIGNMENTS**

The Company may, without obtaining any further consent from the Customer, assign or transfer its rights, privileges or obligations under this price list to any subsidiary, parent company or affiliate of the Company; pursuant to any sale or transfer of some or all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

The Customer may, upon prior written consent of the Company, which consent shall not be unreasonably withheld, assign its rights, privileges or obligations under this price list to any subsidiary, parent, or affiliate of the Customer; pursuant to any sale or transfer of substantially all of the business of the Customer; or pursuant to any financing, merger, or reorganization of the Customer.

**Section 10 NOTICES AND COMMUNICATIONS**

- 10.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 10.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 10.3 All notices or other communications required to be given pursuant to this price list will be in compliance with Commission rules. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 10.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.
- 10.5 The Company shall give 'public notice' of all proposed changes in rates. Public notice must be reasonably designed to call affected Customer's attention to the proposed changes in rates. Legal advertisement alone will not be considered adequate public notice. Individual notice to all Customers affected will always constitute public notice.

**Section 11 REGULATIONS**

11.1 Undertaking of the Company

11.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of the price list.

The services offered herein may be used for any lawful purpose. There are no restrictions on sharing or resale of the Company's services. However, the Customer remains liable for all obligations under this price list even if such sharing or resale agreements exist regardless of the Company's knowledge of these arrangements. If service is jointly ordered by more than one customer, each is jointly and severably liable for all obligations.

Customers may use services and facilities provided under this price list to obtain access to services offered by other service providers only when authorized by and in accordance with the terms and conditions of any price lists of such other service provider. The Company is responsible under this price list only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

The services of the Company are furnished for the transmission of voice communications but may also be used for data, facsimile, signaling, metering, or other similar communications, subject to the transmission capabilities of the technologies or combination of technologies available. Service is available twenty-four hours a day, seven days a week.

11.1.2 Shortage of Equipment or Facilities

11.1.2.1 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to any cause beyond the Company's control.

11.1.2.2 The furnishing of service under this price list is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

Section 11 REGULATIONS (Cont'd)

11.1 Undertaking of the Company (Cont'd)

11.1.3 Terms and Conditions

11.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than sixty (60) days notice. Unless otherwise specified herein, for the purpose of computing charges in this price list, a month is considered to have 30 days. All calculations of dates set forth in this price list shall be based on calendar days, unless otherwise specified herein.

11.1.3.2 Customers may be required to enter into a written Service Order which shall contain or reference the name of the Customer, a specific description of the service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this price list.

11.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, the service contract will be automatically renewed for an additional one (1) year term at the current rate for that term period unless terminated by either party upon sixty (60) days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this price list prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

11.1.3.4 This price list shall be interpreted and governed by the laws of the State of Idaho.

11.1.3.5 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

11.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

**Section 11 REGULATIONS (Cont'd)**

11.1 Undertaking of the Company (Cont'd)

11.1.3 Terms and Conditions (Cont'd)

11.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 11.1.3.8 below.

11.1.3.8. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

11.1.4 Liability of the Company

Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this price list and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this price list.

11.1.4.1 The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances as set forth in the section of this price list on Allowances for Interruptions in Service. The extension of such allowances for interruption shall be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company.

**Section 11 REGULATIONS (Cont'd)**

11.1 Undertaking of the Company (Cont'd)

11.1.4 Liability of the Company (Cont'd)

11.1.4.2 The Company shall not be liable or responsible for any direct, indirect, incidental, special, consequential, exemplary, lost profits, or punitive damages to the Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

11.1.4.3 The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

11.1.4.4 The Company shall not be liable for any act or omission or defect of any entity furnishing services, facilities or equipment used for or with the Company's services, to the Company or to the Customer, or for the acts or omissions of common carriers or warehousemen.

11.1.4.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.

11.1.4.6 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company, which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment.

Section 11 REGULATIONS (Cont'd)

11.1 Undertaking of the Company (Cont'd)

11.1.4 Liability of the Company (Cont'd)

11.1.4.7 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer 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 any installation so provided.

11.1.4.8 The Company is not liable for any defacement of or damage to the premises of a Customer (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 negligence or willful misconduct on the part of the agents or employees of the Company.

11.1.4.9 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.

11.1.4.10 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 negligence.

Section 11 REGULATIONS (Cont'd)

11.1 Undertaking of the Company (Cont'd)

11.1.4 Liability of the Company (Cont'd)

11.1.4.11 The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss, expense, damage or liability arising from Customer's use of services involving claims for libel, slander, invasion of privacy, or infringement of copyright, patent, trade secret, or proprietary or intellectual property right of any third party arising from any act or omission by the Customer, including without limitation, the Customer's own communications or use of the Company's services and facilities in a manner not contemplated by this price list or by any agreement between the Customer and the Company.

The Company's entire liability, if any, for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered. With respect to the furnishing of Company's services to public safety answering points or municipal emergency service providers, the Company's liability, if any, will be limited to the lesser of:

- a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in providing the service; or
- b) the sum of \$1,000.00

In the event parties other than the Customer, including but not limited to joint users and the Customer's Customers, shall have use of the Company's service directly or indirectly through the Customer, then the Customer agrees to forever indemnify and hold the Company harmless from and against any and all such claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to the Company's furnishing of service.

**Section 11 REGULATIONS (Cont'd)**

11.1 Undertaking of the Company (Cont'd)

11.1.4 Liability of the Company (Cont'd)

11.1.4.12 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".

11.1.4.13 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

11.1.5 Notification of Service-Affecting Activities

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

**Section 11 REGULATIONS (Cont'd)**

11.1 Undertaking of the Company (Cont'd)

11.1.6 Provision of Equipment and Facilities

11.1.6.1 The Company shall 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.

11.1.6.2 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

11.1.6.3 Equipment or facilities installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

11.1.6.4 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. Beyond 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; or
- (b) the reception of signals by Customer provided equipment; or network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

Section 11 REGULATIONS (Cont'd)

11.1 Undertaking of the Company (Cont'd)

11.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

11.1.8 Special Construction

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

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

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

**Section 11 REGULATIONS (Cont'd)**

11.1 Undertaking of the Company (Cont'd)

11.1.8 Special Construction (Cont'd)

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

11.1.9 Selection of Transmission

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

11.1.10 Ownership of Facilities

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

11.1.11 Telecommunications Service Priority

The Telecommunications Service Priority System is the regulatory, administrative and operational system authorizing and providing for priority treatment, to provide and restore National Security Emergency Preparedness Telecommunications service. Under the rules of the Telecommunications Service Priority System, The Telephone Company is authorized and required to provide and restore services with Telecommunications Service Priority assignments before services without such assignments. The provision and restoration of Telecommunications Service Priority System services shall be in compliance with Part 64, Appendix A, of the Federal Communications Commission's Rules and Regulations, the guidelines set forth in the Telecommunications Service Priority for National Security Emergency Preparedness Service User Manual and Service Vendor Handbook.

**Section 11 REGULATIONS (Cont'd)**

11.1 Undertaking of the Company (Cont'd)

11.1.12 Government Authorization

The provision of the Company's services is subject to and contingent upon the Company obtaining and retaining all governmental authorizations that may be required. The Company shall be entitled to take any action necessary to bring its facilities and/or services into conformance with any requirement or request of the Federal Communications Commission or other governing entity or agency.

11.1.13 Rights of Way

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

11.2 Prohibited Uses

11.2.1 The service the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

11.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

11.3 Enhanced 911

The Company will provide the necessary information for appropriate routing of E911 calls.

Section 11 REGULATIONS (Cont'd)

11.4 Obligations of the Customer

11.4.1 General

The Customer shall be responsible for:

- (a) payment of all applicable charges pursuant to this price list;
- (b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- (c) providing at no charge, 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, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 11.3.1(c). Any costs associated with the obtaining and maintaining 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;

Section 11 REGULATIONS (Cont'd)

11.4 Obligations of the Customer (Cont'd)

11.4.1 General (Cont'd)

- (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 or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (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 Customer is responsible; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

**Section 11 REGULATIONS (Cont'd)**

11.4 Obligations of the Customer (Cont'd)

11.4.2 Indemnification

With respect to any service, equipment or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (b) any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a name not contemplated by the price list or any agreement between the Customer and the Company.

11.5 Customer Equipment and Channels

11.5.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

Section 11 REGULATIONS (Cont'd)

11.5 Customer Equipment and Channels (Cont'd)

11.5.2 Station Equipment

11.5.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises that is not a part of the service(s) that the Company provides. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and given ten days to take the action necessary to correct the condition that gave rise to the temporary discontinuance and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 7 is not applicable.

11.5.2.2 The 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 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 other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

**Section 11 REGULATIONS (Cont'd)**

11.5 Customer Equipment and Channels (Cont'd)

11.5.3 Interconnection of Facilities

11.5.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communication services and the channels, facilities, or equipment of others may be provided at the Customer's expense.

11.5.3.2 Communication services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the price lists of the other communications carriers that are applicable to such connections.

11.5.3.3 Facilities furnished under this price list may be connected to Customer provided terminal equipment in accordance with the provisions of this price list.

11.5.4 Inspections

11.5.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 11.5.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

**Section 11 REGULATIONS (Cont'd)**

11.5 Customer Equipment and Channels (Cont'd)

11.5.4 Inspections (Cont'd)

11.5.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action, as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

11.6 Conflicts between Price List and Commission Rules

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

11.7 Exculpatory Clause

The included tariff 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.

**Section 12 LOCAL EXCHANGE SERVICES**

12.1 Application to Local Exchange Services

This section contains the regulations and rates applicable to the provision of Residential and Business Local Exchange Services by WestTelFiber.

12.2 General

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

- a) receive calls from other stations on the public telecommunications network;
- b) access other services offered by the Company as set forth in this price list;
- c) access certain interstate and international calling services provided by the Company;
- d) access the Company's operators and business offices for service related assistance;
- e) access emergency services by dialing 0- or 9-1-1

**Section 12 LOCAL EXCHANGE SERVICES (Cont'd)**

12.3 Service Descriptions

12.3.1 Residence Service

Residence Service provides the Customer with 2-way communications. It includes the following features as standard: Abbreviated Dialing, Anonymous Call Rejection, Call Block, Call Forward, Call Park, Call Pick-up, Call Return, Call Transfer, Call Waiting, Caller ID, Do Not Disturb, Priority Call, Privacy Guard, Redial, 3-Way Conferencing and Voice Mail. Customers subscribing to Residence Service are required to pay the monthly rates for service, whether or not all standard features are activated at initial installation. Optional features are available for an additional charge.

12.3.1.1 Availability

Residential Service will only be offered to customers that are on the fiber network provided by the Company. This is referred to as on-net.

12.3.2 Business Service

A Business Line delivered over the Company's system provides the Customer with 2-way communications.

12.3.2.1 Availability

The Company is generally offering Business Service to customers who purchase high-speed Internet or multiple services from the Company on an individual case basis (ICB) under contract.

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Section 12 LOCAL EXCHANGE SERVICES (Cont'd)

12.3 Service Descriptions (Cont'd)

12.3.3 Standard Residence Service Features

a) Abbreviated Dialing

Allows you to program and store a local or long distance call to a 1 or 2 digit number.

Alternate Call

b) Anonymous Call Rejection

Prevents calls from ringing into your home if the caller's line is blocked.

c) Call Block

Allows you to block calls from unwanted callers

d) Call Forwarding All Calls

Allows you to forward both busy and no answer calls to the same number or to forward just a select call.

e) Call Park

Allows you to place a call on hold and retrieve the call from another phone.

Call Hold

f) Call Pick-up

Allows you to place a call on hold and answer another line from your phone.

g) Call Return

Allows you to call back the last number that called you.

Section 12 LOCAL EXCHANGE SERVICES (Cont'd)

12.3 Service Descriptions (Cont'd)

12.3.3 Standard Residence Service Features (Cont'd)

h) Call Transfer

Allows you to transfer a call on your line to another line. You may perform a blind transfer or stay on the line to announce the caller.

i) Call Waiting

Allows you to take a second incoming call and toggle back and forth between the two calls while only having one line. A tone alerts you to the second incoming call. You may also cancel this feature.

j) Caller Identification – Name & Number

Allows you to see the name and number calling you on a telephone equipped with a Caller ID display.

k) Do Not Disturb

Allows you to busy out your phone.

l) Priority Call

Allows you to program numbers that you want to ring your phone distinctively when they call

Section 12 LOCAL EXCHANGE SERVICES (Cont'd)

12.3 Service Descriptions (Cont'd)

12.3.3 Standard Residence Service Features (Cont'd)

m) Privacy Guard

Allows you to screen callers that have no Caller ID before the call is delivered to your telephone. Callers are asked to record their name and enter a password before the call is delivered to your telephone.

n) Redial

Allows you to redial the last number that you dialed

o) 3-Way Conferencing

Allows you to add, or conference another party into an existing call or conversation.

Directory

Hunting

Link

p) Voice Mail

Allows the system to answer your calls when you are busy or unavailable and do not answer. Your callers are presented with your personal greeting and an opportunity to leave you a message.

**Section 12 LOCAL EXCHANGE SERVICES (Cont'd)**

12.3 Service Descriptions (Cont'd)

12.3.4 Optional Residence Service Features

- a) Automated Attendant
- b) Fax line
- c) Voice Mail Box

**Section 12 LOCAL EXCHANGE SERVICES (Cont'd)**

12.4 Directory Services

The Company will provide customer directory listings to the local exchange company for publication.

a) Additional Listing

A listing provided in addition to the primary or main listing on a telephone service. It is provided in the same directory as the primary listing.

b) Primary Directory Listing

A primary directory listing provides essential information in the telephone directory or Directory Assistance record that allows telephone users to determine the telephone number of a listed customer. Each primary residential service is entitled to a listing appearance in the alphabetical section of the directory at no additional charge.

**Section 12 LOCAL EXCHANGE SERVICES (Cont'd)**

12.4 Directory Services (Cont'd)

c) Non-Published Service

Non-Published service prevents your listing from appearing in the telephone directory or on Directory Assistance.

d) Non-Listed Service

Non-Listed service prevents your listing from appearing in the telephone directory but allows it to be available through Directory Assistance.

e) Alpha Listing

An Alpha listing is an additional listing with an alphabetic translation of the end-user's telephone number in the white pages.

**Section 12 LOCAL EXCHANGE SERVICES (Cont'd)**

12.5 Rates and Charges

**Residence Service**

<b>Residence Service Plans</b>	Installation	Monthly	Local	Long	
	Fee	Rate	Calling	Distance	
Residence Standard Line Plan: includes 1 line, all standard features, 1 voice mail box and unlimited local calling	\$0.00	\$26.95	Unlimited	\$0.03/min	
Additional Residence Standard Line	\$0.00	\$19.95	Unlimited	\$0.03/min	
Residence Unlimited Line Package	\$0.00	\$46.95	Unlimited	Unlimited	
Additional Residence Unlimited Line	\$0.00	\$39.95	Unlimited	Unlimited	
Premise Visit Set-up Fee	\$37.50				
No-Premise Visit Required	Free				
<b>Residence Bundles – include Internet and all standard features above</b>					
	Installation	Monthly	Local	Long	Bandwidth
	Fee	Rate	Calling	Distance	
The Prime	\$0.00	\$51.95	Unlimited	\$0.03/min	10Mb
The Advanced	\$0.00	\$59.95	Unlimited	\$0.03/min	14Mb
The Premier	\$0.00	\$66.95	Unlimited	\$0.03/min	17Mb
The Executive	\$0.00	\$119.95	Unlimited	Unlimited	30Mb
SOHO Prime + Fax	\$0.00	\$65.95	Unlimited	\$0.03/min	10Mb
SOHO Advanced + Fax	\$0.00	\$73.95	Unlimited	\$0.03/min	14Mb
SOHO Premier + Fax	\$0.00	\$79.95	Unlimited	\$0.03/min	17Mb
SOHO Executive + Fax	\$0.00	\$139.95	Unlimited	Unlimited	30Mb
Premise Visit Set-up Fee	\$37.50				
No-Premise Visit Required	Free				
<b>Business Service</b>					
	Installation	Monthly			
	Fee	Rate			
Business services are negotiated on an individual case basis (ICB) under contract.	ICB	ICB			
<b>Miscellaneous</b>					
	Installation	Monthly	Local	Long	
	Fee	Rate	Calling	Distance	
Additional Numbers	Free				
Reserved Numbers	Free				
Service Order Charge, per order	Pass Through	NA			
LD Provider Change Only, per line	Pass Through	NA			
Add a Fax Line	\$37.50	\$14.00	Unlimited	\$0.03/min	
Add Unlimited LD, per Line	Free	\$19.95			

**Section 12 LOCAL EXCHANGE SERVICES (Cont'd)**

12.5 Rates and Charges (Cont'd)

**Directory Services Fees**

<b>Directory Services Fees</b>	<b>Installation</b>	<b>Monthly</b>	
	Fee	Rate	
Additional Directory Listing	Pass Through	Pass Through	
Non-Published Service	Pass through	Pass through	
Non-Listed Service	Pass Through	Pass Through	
Alpha Listing	Pass Through	Pass Through	
Listing Changes, per Order	Pass Through	Pass Through	

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**Section 13**      **LONG DISTANCE SERVICE**

13.1      General

This section applies to Long Distance Services furnished or made available by the Company and connecting carriers, between two or more points, which are located within the State of Idaho and out of the State of Idaho.

13.2      Dial Station-to-Station Service

The Company offers Dial Station-to-Station Long Distance Service to Local Service customers. The following charges apply when the calling party dials the desired telephone number without the assistance of an operator and the call is billed to the calling number. This includes calls forwarded by call forwarding equipment. Dial Station-to-Station also applies when the operator:

- Records the calling telephone number for areas without recording equipment.
- Reaches the called telephone number because of trouble on the network or because dial completion is not available.
- Places a call for a calling party who is identified as being disabled and is unable to dial the call because of that disability.
- Reestablishes a dialed call when there is a service fault that interrupts a call after the called party has been reached.

13.3      Timing of Calls

13.3.1      Chargeable time for all calls begins when the connection is established between the calling party and the called party.

13.3.2      The timing for a call ends when the calling party hangs up the telephone. If the called party hangs up, but the calling party does not, the timing of the call ends when the automatic timing equipment or the company operator releases the network connection.

13.3.3      Conversation minutes are billed in six (6) second increments following the initial period of one minute.

**Section 13 LONG DISTANCE (Cont'd)**

13.4 Collection of Charges

Charges for Long Distance calls are billed to the calling party, except where:

- The calling party places the call as a collect call and the called party accepts the charge.
- The call is billed to a third telephone number, unless restricted from accepting this call type.
- The calling party uses an authorized calling card or special billing number.

13.5 Payment Arrangements

The customer is responsible for payment of all charges for services furnished, due upon receipt of the bill. This responsibility includes charges for all:

- Calls originated at the customer's station.
- Calls accepted at the customer's station.
- Authorized calls billed to the customer's station.
- Authorized calls billed to the customer's calling card.

13.6 Rates

	<u>Rate</u>
Residential Long Distance Service, per minute with voice packages only	\$.03/minute
Residential Long Distance Service, per minute with bundled packages only	\$.03/minute
Residential Long Distance Services associated with an unlimited LD package or unlimited LD bundle	Included in line or package rate

**Section 14 PRE-SUBSCRIPTION**

14.1 General

Pre-subscription is a procedure whereby an End User or location provider may select and designate to the Company an Interexchange carrier(s) to access, without dialing an access code for calls leaving the local service area of the Company. The Interexchange carriers are referred to as the End User's or location provider's primary Interexchange carrier. The End User or location provider will be allowed to select a primary Interexchange carrier for IntraLATA calls and a primary Interexchange carrier for InterLATA calls.

Should a caller wish to use the services of an Interexchange carrier other than the primary Interexchange carrier, it is necessary for the caller to dial the necessary access code(s) to reach that Interexchange carrier's services.

14.2 Application of Charges

- a) End users or location providers placing orders for service will be asked to select a primary Interexchange carrier (PIC) and a local primary Interexchange carrier (LPIC) at the time they place an order with the Company for Local Exchange Service. There will be no charge for this selection.
- b) End users or location providers that choose to change their primary Interexchange carrier and/or their local primary interexchange carrier within one month of the effective date of their new service will not be charged for the change.
- c) Subsequent to a one-month period following installation of Local Exchange Service, for any change in selection, including a change from one access code to another access code for the same Interexchange carrier, a nonrecurring charge applies. The nonrecurring charge for a primary Interexchange carrier (PIC) and/or their local primary interexchange carrier change is billed to the End User who is the subscriber to the Local Exchange Service. However, an Interexchange carrier may, at its option, elect to pay the charge for any End User and/or location provider at any time. The nonrecurring charge for a PIC change is set forth in this price list.
- d) In the event that the LPIC and PIC are changed at the same time on the same order, the applicable rate for the change will be one-half of the applicable change charges.

Section 14 PRE-SUBSCRIPTION (Cont'd)

14.3 Dispute Application

If the End User or location provider disputes a PIC/LPIC change, the Company will investigate the origin of the change and shall restore the End User or location provider to their previous PIC/LPIC. If the change was due to Company error, the End User or location provider will be returned to their previous primary Interexchange carrier and/or previous local primary Interexchange carrier free of charge. If the change was submitted by an Interexchange carrier, and the Interexchange carrier is unable to produce the signed End User or location provider Letter of Authorization (LOA), the nonrecurring charges will be assessed to the unauthorized Interexchange carrier.

If there is a conflict between an End User, a location provider, or their respective agent, on the one hand, and an Interexchange carrier on the other hand, over the designation of the primary Interexchange carrier and/or local primary Interexchange carrier, the Company will honor the designation selected by the End User, location provider or their respective agent, regardless of any contractual obligations the End User, location provider or agent may have with one or more Interexchange carriers.

If there is a conflict between an End User and/or location provider, on the one hand, and their agent on the other hand, over the designation of the primary Interexchange carrier and/or local primary Interexchange carrier, the Company will honor the designation selected by the End User and/or location provider, regardless of any contractual obligations the End User and/or location provider may have with one or more Interexchange carriers or agents.

The nonrecurring charge for an Unauthorized PIC change is set forth in this price list.

14.4 Pre-subscription Rates and Charges

	<u>Non-Recurring Charge</u>
PIC Change, per line	Pass Through
LPIC Change, per line	Pass Through
Change PIC/LPIC at the same time, per order	Pass Through
Unauthorized PIC Change, per line	Pass Through
Carrier Initiated Conversion, per line	Pass Through

**Section 15**

**PRIVATE LINE SERVICES**

15.1 Application to Private Line Services

This section contains particular regulations, rates and charges applicable to the provision of Private Line Services by the Company.

15.2 Service Description

15.2.1 Private Line Services provide dedicated, private line transmission capacity.

15.2.2 DS0 Service

DS0 Service provides a digital transmission path at speeds up to and including 64 Kbps or, if provided over analog facilities, within the nominal frequency range of 300 and 3,000 Hz.

15.2.3 DS1 Service

DS1 Service provides a digital transmission path at a rate of 1.544 Mbps.

15.2.4 DS3 Service

DS3 Service provides a digital transmission path at a rate of 44.736 Mbps.

15.3 Rate Information

Intrastate Private Line Services are provided by the Company on a location basis and rates will be developed on a case-by-case basis.

**Section 16**                      **Trial Service Offerings**

In the normal course of business the Company, at its discretion, may elect to offer certain services to Customer on a "trial basis". These trial offerings do not obligate the Company to continue the trial beyond a stated period or to offer said service as general price listed offering in the future.

**Section 17**                      **Individual Case Basis (ICB) Arrangements**

Arrangements will be developed on a case-by-case basis in response to a Bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this price list. Rates quoted in response to such competitive requests may be different than those specified for such service in this price list. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.