

EXHIBIT 5 - ILLUSTRATIVE TARIFF

BPP-T-07-01

**RULES, REGULATIONS, AND  
SCHEDULE OF RATES AND CHARGES  
APPLICABLE TO END USERS**

**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

**FURNISHED BY  
BUDGET PREPAY, INC. D/B/A BUDGET PHONE  
1325 Barksdale Blvd.  
Bossier City, Louisiana 71111  
(888) 424-5588/ Customer Service  
Vicki Hamilton, CSR Manager  
WITHIN THE STATE OF IDAHO**

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Issued: November 14, 2007  
Issued by:

Jody Craft, Director of Operations  
Budget PrePay, Inc. d/b/a Budget Phone  
1325 Barksdale Blvd.  
Bossier City, Louisiana 71111

Effective:

TABLE OF CONTENTS

Description

|   |    |
|---|----|
| TABLE OF CONTENTS .....                                       | 2  |
| CHECK SHEET .....   | 3  |
| EXPLANATION OF SYMBOLS .....                                  | 4  |
| APPLICATION OF TARIFF .....                                   | 5  |
| SECTION 1.0 - DEFINITIONS .....                               | 6  |
| SECTION 2.0 - RULES AND REGULATIONS .....                     | 10 |
| SECTION 3.0 - SERVICE AREAS .....                             | 40 |
| SECTION 4.0 - SERVICE CHARGES AND SURCHARGES .....            | 41 |
| SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS .....             | 47 |
| SECTION 6.0 - LOW INCOME ASSISTANCE PROGRAMS .....            | 59 |
| SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST .....          | 60 |
| SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES ..... | 78 |
| SECTION 9.0 - ADVANCED SERVICES .....                         | 80 |
| SECTION 10.0 - RESERVED FOR FUTURE USE .....                  | 91 |
| SECTION 11.0 - MISCELLANEOUS SERVICES .....                   | 92 |
| SECTION 12.0 - EXCHANGE AREAS .....                           | 95 |
| SECTION 13.0 - PROMOTIONAL OFFERINGS / CONTRACT & ICB .....   | 96 |

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CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

| Page Number | Revision | Page Number | Revision | Page Number | Revision |
|-------------|----------|-------------|----------|-------------|----------|
| 1           | Original | 33          | Original | 65          | Original |
| 2           | Original | 34          | Original | 66          | Original |
| 3           | Original | 35          | Original | 67          | Original |
| 4           | Original | 36          | Original | 68          | Original |
| 5           | Original | 37          | Original | 69          | Original |
| 6           | Original | 38          | Original | 70          | Original |
| 7           | Original | 39          | Original | 71          | Original |
| 8           | Original | 40          | Original | 72          | Original |
| 9           | Original | 41          | Original | 73          | Original |
| 10          | Original | 42          | Original | 74          | Original |
| 11          | Original | 43          | Original | 75          | Original |
| 12          | Original | 44          | Original | 76          | Original |
| 13          | Original | 45          | Original | 77          | Original |
| 14          | Original | 46          | Original | 78          | Original |
| 15          | Original | 47          | Original | 79          | Original |
| 16          | Original | 48          | Original | 80          | Original |
| 17          | Original | 49          | Original | 81          | Original |
| 18          | Original | 50          | Original | 82          | Original |
| 19          | Original | 51          | Original | 83          | Original |
| 20          | Original | 52          | Original | 84          | Original |
| 21          | Original | 53          | Original | 85          | Original |
| 22          | Original | 54          | Original | 86          | Original |
| 23          | Original | 55          | Original | 87          | Original |
| 24          | Original | 56          | Original | 88          | Original |
| 25          | Original | 57          | Original | 89          | Original |
| 26          | Original | 58          | Original | 90          | Original |
| 27          | Original | 59          | Original | 91          | Original |
| 28          | Original | 60          | Original | 92          | Original |
| 29          | Original | 61          | Original | 93          | Original |
| 30          | Original | 62          | Original | 94          | Original |
| 31          | Original | 63          | Original | 95          | Original |
| 32          | Original | 64          | Original | 96          | Original |

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) To signify changed regulation.
- (D) To signify discontinued rate and regulation.
- (I) To signify increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (S) To signify reissued matter.
- (T) To signify a change in text but no change in rate or regulation.

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**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the local exchange telecommunications services provided by Budget PrePay, Inc. d/b/a Budget Phone, to customers within the state of Idaho.

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**SECTION 1.0 - DEFINITIONS**

For the purpose of this tariff, the following definitions will apply:

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

**Account Codes** - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

**Advance Payment** - Part or all of a payment required before the start of service.

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

**Business** - A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

**Commission** - Idaho Public Utilities Commission.

**Company or Carrier** - Budget PrePay, Inc. d/b/a Budget Phone, unless otherwise clearly indicated by the context.

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

**Deposit** - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

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**SECTION 1.0 - DEFINITIONS (CONTINUED)**

**DID Trunk** - A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

**Dial Pulse (or "DP")** - The pulse type employed by rotary dial station sets.

**Dual Tone Multi-Frequency (or "DTMF")** - The pulse type employed by tone dial station sets.

**End User** - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid for by another Customer.

**End Office** - With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Bellcore.

**Hearing Impaired** - Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

**Hunting** - Routes a call to an idle station line in a prearranged group when the called station line is busy.

**In-Only** - A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

**IXC or Interexchange Carrier** - A long distance telecommunications services provider.

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**SECTION 1.0 - DEFINITIONS (CONTINUED)**

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

**LEC** - Local Exchange Company

**Minimum Point of Presence ("MPOP")** - The main telephone closet in the Customer's building.

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

**Multi-Frequency or ("MF")** - An inter-machine pulse type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

**Non-Recurring Charge ("NRC")** - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

**Other Telephone Company** - An Exchange Telephone Company, other than the Company.

**PBX** - Private Branch Exchange

**Premises** - A building or buildings on contiguous property.

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

**Residence or Residential** - A class of service furnished to a Customer at a place of dwelling where the actual or obvious use is for domestic purposes.

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**SECTION 1.0 - DEFINITIONS (CONTINUED)**

**Service Commencement Date** - The first day following the date on which the Company notifies the Customer that the requested service 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 and this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

**Service Order** - The written request for services executed by the Customer and the Company in the format devised by the Company. The signing of an Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

**Telecommunications Company or Provider** - Used throughout this tariff to mean Budget PrePay, Inc. d/b/a Budget Phone unless clearly indicated otherwise by the text.

**TBD** - To Be Determined.

**Two Way** - A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

**Usage Based Charges** - Charges for minutes or messages traversing over local exchange facilities.

**User or End User** - A Customer, Joint User, or any other person authorized by a Customer to use service provider under this tariff.

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SECTION 2.0 - RULES AND REGULATIONS

**2.1 Undertaking of the Company**

**2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of Idaho, and terminating within a local calling area as defined herein.

The Company is responsible under this tariff only for the services and facilities provided hereunder, 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.

**2.1.2 Shortage of Equipment or Facilities**

- (A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- (B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- (B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon proper notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (D) Service may be terminated upon written notice to the Customer if:
  - (1) the Customer is using the service in violation of this tariff; or
  - (2) the Customer is using the service in violation of the law.
- (E) This tariff shall be interpreted and governed by the laws of the State of Idaho without regard for its choice of laws provision.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (cont'd.)

- (F) Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (G) Reserved for future use.
- (H) The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability

- (A) The liability of the Company for damages arising out of the furnishing of its Service, including but not limited to mistakes, omissions, interruption, delay, or errors, or other defects, representations, or use of these services or damages arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.7. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, lost profits, exemplary or punitive damages to 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.
- (B) The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damage associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.7, the Company's liability, if any, shall be limited as provided herein.
- (C) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; and 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 of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

- (D) The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of common carriers or warehousemen. Except in 31.41.01 Rule 501, 502, and 503 of the IDAPA.
- (E) The Company shall not be liable for any damages or losses due to the fault of negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- (F) The Customer shall indemnify and hold 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, condition, location, or use of installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- (G) The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.
- (H) Notwithstanding the Customer's obligations, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss of damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others. All other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

- (I) The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by Customer for the specific services giving rise to the claim, and no such action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- (J) The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- (K) The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services. Except in 31.41.01 Rule 501, 502, and 503 of the IDAPA.
- (L) The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold 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 the Customer or by any other party, for any personal injury to, or death of, any person or persons, or 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, locations or use of service furnished by the Company at such locations.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability (Cont'd.)**

- (M) With respect to Emergency Number 911 Service:
- (a) This service is offered solely as an aid in handing assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
  - (b) The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.
- (N) The Company's liability arising from errors or omissions in Directory Listings, other than charged listing, shall be limited to the amount of actual impairment of the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability (Cont'd.)**

- (O) When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service, upon request of such governmental authority. By subscribing to service under this tariff Customer acknowledges and agrees with the release of information as described above.
  
- (P) 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.

**2.1.5 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 Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- (A) The Company shall use reasonable efforts to maintain only the facilities and equipment 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 or equipment installed by the Company, except upon the written consent of the Company.
- (B) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided by the Customer.
- (C) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- (D) Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with the service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- (E) 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 tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
  - (1) the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - (2) the reception of signals by Customer-provided equipment; or
  - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.7 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.

**2.1.8 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction or facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (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 construct;
- (E) on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- (H) in advance of its normal construction.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.9 Ownership of Facilities**

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

**2.2 Prohibited Uses**

**2.2.1** The services 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.

**2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Idaho Commission's regulations, policies, orders, and decisions.

**2.2.3** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

**2.2.4** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) 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 Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed 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 Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all 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.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.3 Obligations of the Customer**

**2.3.1 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 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 an Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); 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 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 will be made for the period during which service is interrupted for such purposes.

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Budget PrePay, Inc. d/b/a Budget Phone  
1325 Barksdale Blvd.  
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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer (Cont'd.)

2.3.2 Liability of the Customer

- (A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- (B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the 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 (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- (C) The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent to intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

**2.4 Customer Equipment and Channels**

**2.4.1 General**

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designated primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

**2.4.2 Station Equipment**

- (A) Terminal equipment of the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.
- (B) 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 connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.3 Interconnection of Facilities

- (A) Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the Commission to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- (B) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (C) Communications 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 tariffs of the other communications carriers which are applicable to such connections.
- (D) Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.4 Customer Equipment and Channels (Cont'd.)**

**2.4.4 Inspections**

- (A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- (B) 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.
- (C) If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

To safeguard its interests, the Company may require the customer to make an advance payment before services and facilities are furnished. The amount of the advanced payment may consist of any required construction cost, all appropriate non-recurring charges and an estimate of the first month's recurring charges. Advance Payments will be applied to the first bill rendered by the Company following implementation of services. Advance payments do not accrue interest.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.5 Customer Deposits and Advance Payments (Cont'd.)

2.5.2 Reserved For Future Use

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.6 Payment Arrangements**

**2.6.1 Payment for Services**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

**2.6.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- (A) Non-recurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- (B) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- (C) When service does not begin on the first day of the billing period, or end of the last day of the billing period, 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 thirty (30) days.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.6 Payment Arrangements (Cont'd.)**

**2.6.2 Billing and Collection of Charges (Cont'd.)**

- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) If any portion of the payment is not received by the Company within 30 days of receipt of this bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- (F) the Customer should notify the Company of any disputed items on an invoice within sixty (60) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules and procedure. The address of the Commission is as follows:

Idaho Public Utilities Commission  
472 West Washington Street  
Boise, Idaho 83702

The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

- (G) If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in Section 4.3.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.6 Payment Arrangements (Cont'd.)**

**2.6.3 Discontinuance of Service for Cause**

The Company may discontinue service for the following reasons provided in this Section 2.6.3. Customers will be provided ten (10) days written notice prior to discontinuance unless otherwise indicated. Notice will be provided via First Class U.S. Mail.

Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(B), the Company, 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 tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

- (A) Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. Company will comply with the Telephone Customer Relations Rule.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) 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, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- (D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability. Company will comply with Federal Bankruptcy law and rules.
- (E) Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.6 Payment Arrangements, (Continued)

2.6.3 Discontinuance of Service for Cause (Cont'd)

- (F) Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- (G) Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- (H) Without notice in the event of tampering with the equipment or services furnished by the Company.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.6 Payment Arrangements, (Continued)

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company thirty (30) days notice of desire to terminate service. If special construction is involved, the required notice shall be written.

2.6.5 Cancellation of Application for Service

- (A) Where the Company permits the 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.
- (B) 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 net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- (C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- (D) The special charges described in 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**

**2.6 Payment Arrangements, (Continued)**

**2.6.6 Changes in Services Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

**2.6.7 Bad Check Charge**

A service charge of \$20.00 will be assessed for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

**2.7 Allowances for Interruptions in Service**

**2.7.1 General**

**Credit for 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, pursuant to IDAPA 31.41.01 Rules 502 and 503 subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption, whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. 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.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied pursuant to IDAPA 31.41.01 Rules 502 and 503 based on the rates specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up at the next whole 24 hours.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**

**2.7 Allowances for Interruptions in Service, (Continued)**

**2.7.1 General (Continued)**

- (C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- (D) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

**2.7.2 Limitations of Allowances**

No credit allowance will be made for any interruption in service:

- (A) interruptions due to the negligence of, or noncompliance with the provisions of this tariff 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 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;

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**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**

**2.7 Allowances for Interruptions in Service, (Continued)**

**2.7.2 Limitations of Allowances (Cont'd)**

- (E) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (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) interruption of service due to circumstances or causes beyond the control of the Company.

**2.7.3 Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

**2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

**2.8.1 Termination Liability**

Customer's termination liability for cancellation of service shall be equal to:

- (A) all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- (C) all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the *Wall Street Journal* on the third business day following the date of cancellation;
- (D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

**2.9 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) any subsidiary, parent company or affiliate of the Company; b) pursuant to any sale or transfer of substantially all the assets of the Company; or c) pursuant to any financing, merger or reorganization of the Company.

**2.10 Flexible Pricing**

Notice to Customers of rate changes shall be made in accordance with Idaho Code 62-606. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved. A Customer can request that the Company disconnect service that is provided under the Flexible Pricing due to a price increase. The customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the customer notifies the Company of its desire to disconnect service within 20 days of receiving notification of the price increase.

**2.11 Reserved for Future Use**

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SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

**2.12 Notices and Communications**

- 2.12.2 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.
- 2.12.3 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.
- 2.12.4 Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. 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 placement 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.
- 2.12.5 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.

**2.13 Customer Eligibility Criteria**

New and existing customers are eligible for these plans if they meet the following requirements:

- A. Where applicable, customers must subscribe to Budget Phone Local and Long Distance service for both intra and interstate long distance service.
- B. Plans are for voice service only and cannot be used for any use deemed inconsistent with residential use by Budget Phone.
- C. Plans are not available to customers with an account that bills to another number or is the recipient of charges billed from another number.
- D. Plans are not eligible for customer lines associated with educational institutions (colleges, universities, etc) or businesses.
- E. Unlimited access to long distance is for residential voice telephone service only and usage does not include multi-party conference calls, calls to 900 numbers, directory assistance, calling card, operator services, international calling, toll free numbers, chat rooms, telemarketing, commercial, facsimile (commercial), internet, automated dialing, special interest lines, and other non-residential use.
- F. Unlimited access to long distance is not available for resale.

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SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.13 Customer Eligibility Criteria

G. If Budget Phone determines that usage is not consistent with typical residential customer usage, the customer, at the sole discretion of the company, may be subject to additional charges, loss of unlimited access to long distance service, or to an alternate plan.

H. For the purpose of the Deluxe and Deluxe Unlimited plans, typical residential usage is presumed to be total usage that does not exceed 2,000 minutes of intra and interstate usage per billing cycle, per account. Budget Phone's long distance platform will automatically deny calls on accounts that have used the allowed 2,000 minutes. Customers who wish to continue unlimited access to long distance on Budget Phone's platform can purchase additional blocks of time, in the form of Budget Phone pre-paid calling cards, from an authorized Budget Phone agent.

I. -Budget Phone reserves the right to verify that the customer meets the eligibility requirements. Customers who do not or no longer meet the eligibility requirements will not be eligible.

J. Budget Phone reserves the right to exclude certain terminating telephone numbers from this plan.

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SECTION 3.0 - SERVICE AREAS

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: 1) Qwest.

3.2 Rate Classes

Charges for local services provided by the Company may be based, in part, on the Rate Class associated with the Customers End Office. The Rate Class is determined by the total access lines and PBX trunks in the local calling area which can be reached from each End Office.

In the event that an Incumbent LEC or the Idaho Commission reclassifies an exchange from one Rate Class to another, the reclassification will also apply to customers who purchase services under this tariff. Local calling areas and Rate Class assignments are equivalent to those areas and classes specified in Qwest's Southern Idaho Basic Local Exchange Tariff and Northern Idaho Exchange and Network Services Tariff and Verizon Northwest's IPUC NO. 8 - Local Network Access Services Tariff.

Qwest Southern Idaho Rate Classes (LATA 652)

**RATE CLASSES**

- 1
- 1A
- 2

Qwest Northern Idaho Rate Classes (LATA 676)

**RATE CLASSES**

- 1
- 2

Verizon Northwest Rate Classes

**RATE CLASSES**

- A - I
- J
- K
- L
- M
- N
- O
- P
- Q
- R

**SECTION 4.0 - SERVICE CHARGES AND SURCHARGES**

**4.1 Service Order and Change Charges**

Non-recurring charges apply to processing Service Orders for new service, for changes in service.

|                               | <u>Business</u> | <u>Residence</u> |
|-------------------------------|-----------------|------------------|
| <u>Line Connection Charge</u> |                 |                  |
| Qwest LATA 652 / South Idaho  |                 |                  |
| First Line                    | \$52.00         | \$30.00          |
| Each Additional Line          | \$52.00         | \$30.00          |
| Qwest LATA 676 / North Idaho  |                 |                  |
| First Line                    | \$43.00         | \$27.00          |
| Each Additional Line          | \$43.00         | \$27.00          |
| Verizon Northwest             |                 |                  |
| First Line                    | \$45.00         | \$30.00          |
| Each Additional Line          | \$45.00         | \$30.00          |
| <u>Line Change Charge</u>     |                 |                  |
| Qwest LATA 652 / South Idaho  |                 |                  |
| First Line                    | \$13.50         | \$13.50          |
| Each Additional Line          | \$13.50         | \$13.50          |
| Qwest LATA 676 / North Idaho  |                 |                  |
| First Line                    | \$20.00         | \$20.00          |
| Each Additional Line          | \$20.00         | \$20.00          |
| Verizon Northwest             |                 |                  |
| First Line                    | \$30.00         | \$15.00          |
| Each Additional Line          | \$30.00         | \$15.00          |
| <u>Record Order Charge</u>    |                 |                  |
| Qwest LATA 652 / South Idaho  | \$20.00         | \$8.00           |
| Qwest LATA 676 / North Idaho  | \$5.00          | \$5.00           |
| Verizon Northwest             | \$12.00         | \$10.00          |

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**SECTION 4.0 - SERVICE CHARGES AND SURCHARGES (CONTINUED)**

**4.2 Maintenance Visit Charges**

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

| <u>Duration of Time, per technician</u>   | <u>Business</u> | <u>Residence</u> |
|---|-----------------|------------------|
| Qwest LATA 652 / South Idaho              |                 |                  |
| <i>Schedule I<sup>1</sup></i>             |                 |                  |
| Initial 15 minute increment               | \$49.00         | \$49.00          |
| Each Additional 15 minute increment       | \$10.00         | \$10.00          |
| <i>Schedule II<sup>2</sup></i>            |                 |                  |
| Initial 15 minute increment               | \$54.00         | \$54.00          |
| Each Additional 15 minute increment       | \$15.00         | \$15.00          |
| <i>Schedule III<sup>3</sup></i>           |                 |                  |
| Initial 15 minute increment               | \$59.00         | \$59.00          |
| Each Additional 15 minute increment       | \$20.00         | \$20.00          |
| Qwest LATA 676 / North Idaho              |                 |                  |
| Trip Charge                               | \$25.00         | \$25.00          |
| Initial 15 minute increment               | \$60.00         | \$60.00          |
| Each Additional 15 minute increment       | \$30.00         | \$30.00          |
| Verizon Northwest                         |                 |                  |
| Each 15 minute increment, Multi-Line      | \$15.00         | N/A              |
| Each 15 minute increment, Individual Line | \$10.00         | \$10.00          |

<sup>1</sup> Applicable to work performed Monday through Friday between 8:00 a.m. and 5:00 p.m.

<sup>2</sup> Applicable to work performed Monday through Friday at hours other than Schedule I and all day Saturday.

<sup>3</sup> Applicable to work performed on Sundays and holidays.

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SECTION 4.0 - SERVICE CHARGES AND SURCHARGES (CONTINUED)

**4.3 Restoration of Service**

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

|              |                 |                  |
|--------------|-----------------|------------------|
|              | <u>Business</u> | <u>Residence</u> |
| Per occasion | \$45.00         | \$45.00          |

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**SECTION 4.0 - SERVICE CHARGES AND SURCHARGES (CONTINUED)**

**4.4 End User Access Service**

The Company will provide End User Access Service (End User Access) to end users who obtain local exchange service from the Company under its local tariff. End users who obtain local exchange service from the Company under its local tariff are subject to the Intrastate Access Fee (IAF) as specified in this Section.

**4.4.1 General Description**

End User Access Service as described in this Section relates to the use by an end user of an end user common line, used to originate or terminate intrastate calls.

**4.4.2 Limitations**

- (A) A telephone number is not provided with End User Access.
- (B) Detail billing is not provided with End User Access.
- (C) Directory listings are not included with End User Access.
- (D) Intercept arrangements are not included with End User Access.

**4.4.3 Undertaking of the Company**

The Company will provide use of End User Access at rates and charges as set forth in 4.4.7 following, as follows:

- (A) Use of a common line by an end user with local exchange service in connection with intrastate Access Services provided under this tariff. Such use will be provided when the end user obtains local exchange service.
- (B) The Company will be responsible for contracts and arrangements with customers for the billing of End User Access rates.
- (C) Use of a common line by an End user for access to intrastate service arrangements (e.g. Toll Free Service, NPA+555+1212 service, and other similar service arrangements).
- (D) Use of a common line requires the facilities at the End User premises to have the necessary on-hook and off-hook supervision.

**4.4.4 Obligations of the End User**

When the end user is provided with a local exchange service that is not identified as Business or Residence service, it shall provide the Company any requested information necessary for the Company to determine the appropriate charges.

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**SECTION 4.0 - SERVICE CHARGES AND SURCHARGES (CONTINUED)**

4.4.5 Payment Arrangements and Credit Allowances

(A) Minimum Period

The minimum period for which End User Access is provided to and end user and for which charges are applicable is thirty (30) days.

(B) Payment of Rates and Charges

The regulations that apply to the rates and charges for End User Access are the same as those that apply to local exchange service.

(C) Cancellation of Application

End User Access is considered cancelled when the order for the associated local telephone exchange service is cancelled. No cancellation charges apply.

(D) Changes to Orders

When changes are made to orders for the local exchange service associated with End User Access, any necessary changes will be made for End User Access. No charges will apply.

(E) Allowance for Interruptions

When there is an interruption to a common line, requested End User Access credit allowances for interruptions will be provided. No charges will apply.

4.4.6 Rate Regulations

IAF per month charges will be billed to the end user of the associated local exchange service. The rate applications are described in (A) through (G) following.

(A) The IAF residence subscriber regulations are designated as either primary or non-primary. In most cases only one line at a service location can be classified as primary, all other are considered to be non-primary.

(B) When the Company provides an end user more than one local business exchange service the IAF for a multi-line business subscriber applies to each such local business exchange service.

(C) When the Company provides an end user only a single individual local business exchange service within the state, the Individual Line Business Subscriber IAF applies to the individual line business.

**SECTION 4.0 - SERVICE CHARGES AND SURCHARGES (CONTINUED)**

(D) When the Company provides an end user a local residence exchange service, the IAF applies to each such local residence exchange service on a Primary and Non-Primary basis.

(E) When an end user is provided a local exchange service that is not identified as Business or Residence (e.g. local service), the Company will designate the service as either Business or Residence Service. The IAF for Business or Residence will apply.

(F) The IAF shall be credited in full for residential local exchange service if the end user is eligible for the Company's Telephone Assistance Program. To be eligible, an end user must participate in one of the low-income assistance programs defined in the Incumbent LEC's current and effective Tariff on file with the Commission.

(G) In response to competition in an exchange, the Company may reduce or waive the IAF in a manner that is not unreasonably discriminatory.

**4.4.7 Intrastate Access Fee (IAF) Rates and Charges**

|   | <u>Monthly Rate</u> |
|---|---------------------|
| (1) Residential Subscriber,<br>Per line or trunk              |                     |
| - Primary   | \$1.50              |
| - Non-Primary   | \$1.50              |
| (2) Individual Line Business Subscriber,<br>Per line or trunk | \$4.00              |
| (3) Multi-Line Business Subscriber,<br>Per line or trunk      | \$4.00              |

**4.5 OSS Recovery**

In addition to other charges that may be applicable under this tariff, a monthly recurring charge of \$1.50 will be imposed by Company to partially defray the cost of providing service to the customer through the Incumbent LEC's Operational Support System(s).

**4.6 FCC Subscriber Line Charge**

\$6.50

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS

5.1 General

5.1.1 Services Offered

The following Network Services are available to business Customers and for resale by other carriers certificated by the Idaho Commission:

Standard Business Line Service  
Standard Residence Line Service  
PBX Trunk Service  
Direct Inward Dial (DID) Service  
Advanced Services  
Optional Calling Features

The following services are available to business Customers and are not offered on a resale basis as of the effective date of this page.

Listing Services (including Non Published and Non Listed Services)  
Directory Assistance  
Miscellaneous Services

5.1.2 Application of Rates and Charges

All services offered in this tariff are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges. Charges for local calling services may be assessed on a measured rate basis and are additional to monthly recurring charges shown for Business lines, PBX Trunks, DID Trunks and Digital/DS1 service.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D)

5.1 General (Continued)

5.1.3 Emergency Services Calling Plan

Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer.

Message toll telephone calls, to governmental emergency service agencies as set forth in (A) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (B) following are offered at no charge to Customers:

Governmental fire fighting, Idaho State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.

An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.2 Call Timing for Usage Sensitive Services**

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

- 5.2.1 Calls are measured in durational increments identified for each service. All calls, which are fractions of a measurement increment, are rounded-up to the next whole unit.
- 5.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 5.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 5.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 5.2.5 All times refer to local time.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.3 Distance Calculations

Where charges for a service are specified based upon distance, the following rules apply:

5.3.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is not telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

5.3.2 The airline distance between any two rate centers is determined as follows:

Step 1: Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.

Step 2: Computer the difference between he "V" coordinate of the two rate centers; and the difference between the two "H" coordinates.

Step 3: Square each difference obtained in step (b) above.

Step 4: Add the square of the "V" difference and the square of the "H" difference obtained in step C) above.

Step 5: Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

Step 6: Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

5.3.3 The formula for distance calculations is the square root of:

$$\sqrt{\frac{(V_1V_2)^2 + (H_1H_1)^2}{10}}$$

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.4 Rate Periods for Time of Day Sensitive Services**

5.4.1 For time of day, usage sensitive services, the following rate periods apply unless otherwise specified in this tariff.

|             | MON | TUES | WED | THUR | FRI | SAT | SUN |
|-------------|-----|------|-----|------|-----|-----|-----|
| 8:00 AM TO  |     |      |     |      |     |     |     |
| 5:00 PM*    |     |      |     |      |     |     |     |
| 5:00 PM     |     |      |     |      |     |     |     |
| TO          |     |      |     |      |     |     |     |
| 11:00 PM*   |     |      |     |      |     |     |     |
| 11:00 PM TO |     |      |     |      |     |     |     |
| 8:00 AM*    |     |      |     |      |     |     |     |

DAYTIME RATE PERIOD

EVENING RATE PERIOD

EVE

NIGHT/WEEKEND RATE PERIOD

\*Up to but not including.

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

5.4.3 For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.

|                  |                       |
|------------------|-----------------------|
| New Year's Day   | January 1             |
| Memorial Day     | As Federally Observed |
| Independence Day | July 4                |
| Thanksgiving Day | As Federally Observed |
| Christmas Day    | December 25           |

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.5 Standard Residence Line**

The Standard Residence Line provides a Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Residence Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines.

**5.6 Standard Business Line**

The Standard Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

**5.7 PBX Trunk Service**

Basic PBX Trunk Service provides a Customer with a single, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic PBX Trunk is provided with touch-tone signaling and may be configured into a hunt group at no additional charge with other Company-provided Basic PBX Trunks. The signal is an analog signal at the DS0 level.

**5.8 Reserved for Future Use**

**5.9 Direct Inward Dialing (DID) Service**

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enables DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.10 Reserved for Future Use**

**5.11 Optional Calling Features**

The features listed in Section 5.11.1 are offered by the Company to Business Customers. Refer to Price Lists in Section 7 of this tariff for specific features offered with each type of local exchange service.

**5.11.1 Features Descriptions**

- (A) **Flexible Call Forwarding:** Provides end-user control for call forwarding capabilities via dial-accessed voice prompt menus. Customers may forward calls to a primary local or long distance. The end-user may specify a secondary location for routing of go unanswered at the forward-to location or reach a busy signal. This secondary location may be another telephone number, pager or voice messaging service. Other capabilities included with this feature include:

Speed Forwarding;  
Priority Screening;  
Ring Control; and  
Timed Forwarding.

It is the responsibility of the Customer to subscribe to the telephone number, pager or voice messaging service used as the secondary location.

- (B) **Call Forwarding Don't Answer:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.
- (C) **Call Forwarding Busy Line:** Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.

**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.11 Optional Calling Features, (continued)**

**5.11.1 Feature Descriptions, (continued)**

- (D) **Preferred Call Forwarding:** Permits the end-user to automatically forward to another number calls received from up to six end-user pre-selected telephone numbers programmed into the features screening list. The end-user controls when the feature is active, the forward-to-number and can add or remove calling numbers from the feature's screening list.
- (E) **Call Forwarding Variable:** Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.
- (F) **Call Forwarding Variable, Remote Access:** Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature. Feature activation may be performed from the end-user's exchange line or remotely from some other line. Remote access requires the end-user to (1) dial a special access number 2) enter their seven-digit telephone number and 3) enter a personal identification number prior to forwarding their calls.
- (G) **Three Way Calling:** Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.
- (H) **Multiple Directory Number Distinctive Ringing:** This feature allows an end user to determine the source of an incoming call from a distinctive ring. The end user may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing - First Number and Distinctive Ringing - Second Number). The designated primary number will receive a normal ringing pattern; other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.

**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.11 Optional Calling Features, (continued)**

**5.11.1 Feature Descriptions, (continued)**

- (I) **Speed Calling:** Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the speed calling list without assistance from the Company.
- (J) **Repeat Dialing:** Permits the end-user to have calls automatically redialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:
- Calls to 800 Service numbers
  - Calls to 900 Service numbers
  - Calls preceded by an interexchange carrier access code
  - International Direct Distance Dialed calls
  - Calls to Directory Assistance
  - Calls to 911
- (K) **Caller ID:** Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.
- (L) **Call Selector:** Allows a Customer to assign a maximum of 15 telephone numbers to a special list. The Customer will hear a distinctive ring when calls are received from telephone numbers on that list.

**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.11 Optional Calling Features, (continued)**

**5.11.1 Feature Descriptions, (continued)**

**(M) Call Waiting:** Allows the end-user to control the treatment applied to incoming calls while the Customer is off-hook on an existing call. This feature includes the capabilities of Call Waiting Basic plus additional call treatment options. Treatment options offered with Call Waiting Deluxe include:

Answer the waiting call and placing the first party on hold;  
Answer the waiting call and disconnecting from the first party;  
Direct the waiting caller to hold via a recording  
Forward the waiting caller to another location (e.g., voice mailbox or telephone answering service)

Full utilization of Call Waiting Deluxe requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE. The end-user must have Caller ID Basic or Deluxe for display of calling party identification information for waiting calls. The end-user must have a Call Forwarding don't Answer feature active in order to forward a waiting call to another location.

**(N) Call Tracing:** Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.

**(O) Call Block:** Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.11 Optional Calling Features, (continued)

5.11.1 Feature Descriptions, (continued)

- (P) **Call Return:** Allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will redial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.
- (Q) **Anonymous Call Rejection:** Permits the end-user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand-alone feature or as an add-on to Caller ID Deluxe.
- (R) **Calling Number Delivery Blocking:** Prevents the delivery, display and announcement of the end-user's Directory Number and Directory Name on all calls dialed from an exchange service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. The feature is available on a per call or per line basis. With per call Calling Number Delivery Blocking, it is necessary for the end-user to dial an activation code prior to placing the call. With the per line version of the feature, all calls are placed with the end-user's number blocked. Per line end-users must dial an activation code prior to utilization.
- (S) **Message Waiting Indication:** Provides the end-user with an audible (stutter dial tone) or visual (lamp or other CPE display) indication that messages are waiting to be retrieved. Message Waiting Indication can only be activated/deactivated by a voice mailbox or other voice messaging service provided by the Company or third party. It is the responsibility of the Customer to subscribe to a compatible voice messaging service. Visual Message Waiting Indication requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.12 Listing Services**

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge.

**5.12.1 Non-Published Service**

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

**5.12.2 Non-Listed Service**

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

**5.13 Directory Assistance**

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.

**5.14 Miscellaneous Services**

**5.14.1 Presubscription Services**

This service provides for the Presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carrier(s) selected by the Customer.

**5.14.2 Pay Per Call Blocking/Unblocking**

This service provides the option of blocking, or subsequent unblocking, all 900 and 976 calls on a per line basis. The Company will provide for per-line blocking where the Company's switching facilities permit.

**5.15 Prompt Pay Discount**

Residential customers who pay their account balance in full on or before the account due date will receive a Prompt Pay Discount in the amount of \$10.00. In anticipation of timely payment, the Prompt Pay Discount is applied to the customers account at the time of billing.

The Prompt Pay Discount will be removed from an account where payment in full has not been received by the due date.

SECTION 6.0 - RESERVED FOR FUTURE USE

6.1 Lifeline

1. Applicability:

a. Lifeline discounts are applicable to local exchange services provided to eligible residential Applicants.

2. Territory:

a. Within the base rate areas of all Qwest exchanges as shown and defined in the Incumbent LEC's current and effective Tariffs on file with the Commission.

3. Discounts:

a. Lifeline is provided as a reduction of the subscriber's access line rate for local service in amounts equal to the sum of the state and/or federal approved and supported credits.

4. Terms and Conditions:

a. Lifeline is provided only to the customer's principle residence

b. One low-income credit is available per household and applicable to the primary residential connection only. The named subscriber must be a current recipient of any of the low-income assistance programs identified in 5 following.

c. Proof of eligibility in any of the qualifying low-income assistance programs should be provided to the Company at the time of application for service. The Lifeline credit will not be established until the Company has received proof of eligibility.

d. When, for any reason, a customer is determined to be ineligible the Company will contact the customer. If the customer cannot provide eligibility documentation, the Lifeline account will be disconnected.

e. Certification of eligibility in any of the qualifying low-income assistance programs will be required for any account that has been disconnected prior to the reestablishment of the service.

5. Eligible low-income assistance programs:

a. The eligible low-income assistance programs are the same as those defined in the Incumbent LEC's current and effective Tariffs on file with the Commission.

6.2 Link-Up

1. Link-Up is a connection assistance program, which provides for the reduction of applicable charges associated with connection of telephone service.

2. The applicant must meet the requirements for qualification for Lifeline Telephone Service.

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SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST

7.1 General

Services provided in this tariff section are available on a Resale Service basis. Local Resale Services are provided through the use of resold switching and transport facilities obtained from Other Telephone Companies.

The rates, terms and conditions set forth in the section are applicable where the Company provides specified local exchange services to Customers through resale of local exchange services.

All rates set forth in this Section are subject to change and may be changed by the Company pursuant to notice requirements established by the Idaho Commission. The rates, terms and conditions set forth in this Section are applicable as of the effective date hereof and will not apply to any Customer whose services may have been provisioned through resale of local exchange services, in whole or in part, prior to the effective date hereof.

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**SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)**

**7.2 Standard Residence Local Exchange Service**

Standard Residence Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Residence Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Standard Residence Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

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**SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)**

**7.2 Standard Residence Local Exchange Service, (Continued)**

**7.2.1 Monthly Recurring Charges**

The following charges apply to Standard Residence Local Exchange Service lines per month. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis.

**Qwest LATA 652 / South Idaho**

| RATE CLASS    | SERVICE TYPE |               |
|---------------|--------------|---------------|
|               | Flat Rate    | Measured Rate |
| Rate Class 1  | \$11.50      | \$6.75        |
| Rate Class 1A | \$12.63      | \$7.88        |
| Rate Class 2  | \$17.50      | \$10.51       |

**Qwest LATA 676 / North Idaho**

| RATE CLASS   | SERVICE TYPE |               |
|--------------|--------------|---------------|
|              | Flat Rate    | Measured Rate |
| Rate Class 1 | \$14.50      | \$11.40       |
| Rate Class 2 | \$16.00      | \$11.40       |

**Verizon Northwest**

| RATE CLASS       | SERVICE TYPE |  |
|------------------|--------------|--|
|                  | Flat Rate    |  |
| Rate Class A - I | \$11.35      |  |
| Rate Class J     | \$11.35      |  |
| Rate Class K     | \$11.35      |  |
| Rate Class L     | \$11.35      |  |
| Rate Class M     | \$11.35      |  |
| Rate Class N     | \$11.35      |  |
| Rate Class O     | \$11.60      |  |
| Rate Class P     | \$11.60      |  |
| Rate Class Q     | \$11.85      |  |
| Rate Class R     | \$11.85      |  |

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**SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)**

**7.2 Standard Residence Local Exchange Service, (Continued)**

**7.2.3 Usage Sensitive Charges and Allowances**

**(A) Flat Rate Service**

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

**(B) Measured Service**

Customers subscribing to Measured Service will be charged a per minute rate for monthly local usage on outgoing calls. The per minute rate is applied to local calls placed from the Customer's line. Local usage will be billed in arrears.

*Qwest LATA 652 / South Idaho*

| Time of Day  | <u>1st Minute</u> | <u>Add'l Minute</u> |
|--------------|-------------------|---------------------|
| Day Rate     | \$0.02            | \$0.02              |
| Evening Rate | \$0.02            | \$0.02              |
| Night Rate   | \$0.02            | \$0.02              |

*Qwest LATA 676 / North Idaho*

|                                | <u>1st Minute</u> | <u>Add'l Minute</u> |
|--------------------------------|-------------------|---------------------|
| Peak (Mon.-Fri. 8:00am-4:59pm) | \$0.04            | \$0.015             |
| Off-Peak (All other times)     | \$0.026           | \$0.0098            |

*Verizon Northwest*

| Zone                   | <u>Day</u>        |                     | <u>Evening</u>    |                     | <u>Night</u>      |                     |
|------------------------|-------------------|---------------------|-------------------|---------------------|-------------------|---------------------|
|                        | <u>1st Minute</u> | <u>Add'l Minute</u> | <u>1st Minute</u> | <u>Add'l Minute</u> | <u>1st Minute</u> | <u>Add'l Minute</u> |
| Zone 0 (Home Exchange) | \$0.0500          | \$0.0200            | \$0.0350          | \$0.0140            | \$0.0275          | \$0.0110            |
| Zone 1 (1-10 miles)    | \$0.0700          | \$0.0300            | \$0.0490          | \$0.0210            | \$0.0385          | \$0.0165            |
| Zone 2 (11-16 miles)   | \$0.1000          | \$0.0500            | \$0.0700          | \$0.0350            | \$0.0550          | \$0.0275            |
| Zone 3 (17-23 miles)   | \$0.1400          | \$0.0700            | \$0.0980          | \$0.0490            | \$0.0770          | \$0.0385            |

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SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)

**7.3 Standard Business Local Exchange Service**

Standard Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Standard Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

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**SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)**

**7.3 Standard Business Local Exchange Service, (Continued)**

**7.3.1 Monthly Recurring Charges**

The following charges apply to Standard Business Local Exchange Service lines per month. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis.

**Qwest LATA 652 / South Idaho**

| RATE CLASS    | SERVICE TYPE |               |
|---------------|--------------|---------------|
|               | Flat Rate    | Measured Rate |
| Rate Class 1  | \$26.50      | \$11.50       |
| Rate Class 1A | \$27.63      | \$12.63       |
| Rate Class 2  | \$32.51      | \$17.51       |

**Qwest LATA 676 / North Idaho**

| RATE CLASS   | SERVICE TYPE |               |
|--------------|--------------|---------------|
|              | Flat Rate    | Measured Rate |
| Rate Class 1 | \$27.40      | \$20.00       |
| Rate Class 2 | \$30.40      | \$20.00       |

**Verizon Northwest**

| RATE CLASS       | SERVICE TYPE |  |
|------------------|--------------|--|
|                  | Flat Rate    |  |
| Rate Class A - I | \$15.35      |  |
| Rate Class J     | \$15.35      |  |
| Rate Class K     | \$15.35      |  |
| Rate Class L     | \$15.35      |  |
| Rate Class M     | \$15.35      |  |
| Rate Class N     | \$15.35      |  |
| Rate Class O     | \$19.60      |  |
| Rate Class P     | \$19.60      |  |
| Rate Class Q     | \$20.10      |  |
| Rate Class R     | \$20.10      |  |

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**SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)**

**7.3 Standard Business Local Exchange Service, (Continued)**

**7.3.2 Hunting (a/k/a Rotary or Grouping)**

**A. Description**

This is an optional arrangement available to customers with two or more individual line or trunk services. Where facilities permit, such lines/trunks will be arranged so that incoming calls to a busy line/trunk will overflow to other available lines/trunks for that customer. The following types of hunting arrangements are available: series and multiline (basic hunting), circular and preferential.

**B. Rates and Charges**

1. The rate for each individual line/trunk arranged for Hunting Service is in addition to the regular access line/trunk rate.
2. The nonrecurring charge applies for business customers to establish, change to or from or to rearrange Hunting Service, except when changing from series to multiline or vice versa.
3. The following rates and charges are for each access line/trunk arranged for Hunting Service. They are applicable to all but the last line so arranged.

|                                  | Non-Recurring | Recurring |
|----------------------------------|---------------|-----------|
| Hunting - Basic, per line        | \$12.00       | \$8.95    |
| Hunting - Circular, per line     | \$12.00       | \$3.00    |
| Hunting - Preferential, per line | \$12.00       | \$1.00    |

**SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)**

**7.3 Standard Business Local Exchange Service, (Continued)**

**7.3.3 Usage Sensitive Charges and Allowances**

**(A) Flat Rate Service**

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

**(B) Measured Service**

Customers subscribing to Measured Service will be charged a per minute rate for monthly local usage on outgoing calls. The per minute rate is applied to local calls placed from the Customer's line. Local usage will be billed in arrears.

*Qwest LATA 652 / South Idaho*

| Time of Day  | Intraexchange          |              | Interexchange          |              |
|--------------|------------------------|--------------|------------------------|--------------|
|              | 1 <sup>st</sup> Minute | Add'l Minute | 1 <sup>st</sup> Minute | Add'l Minute |
| Day Rate     | \$0.02                 | \$0.02       | \$0.02                 | \$0.02       |
| Evening Rate | \$0.02                 | \$0.02       | \$0.02                 | \$0.02       |
| Night Rate   | \$0.02                 | \$0.02       | \$0.02                 | \$0.02       |

*Qwest LATA 676 / North Idaho*

|                                | 1 <sup>st</sup> Minute | Add'l Minute |
|--------------------------------|------------------------|--------------|
| Peak (Mon.-Fri. 8:00am-4:59pm) | \$0.04                 | \$0.015      |
| Off-Peak (All other times)     | \$0.026                | \$0.0098     |

*Verizon Northwest*

| Zone                   | <u>Day</u>             |              | <u>Evening</u>         |              | <u>Night</u>           |              |
|------------------------|------------------------|--------------|------------------------|--------------|------------------------|--------------|
|                        | 1 <sup>st</sup> Minute | Add'l Minute | 1 <sup>st</sup> Minute | Add'l Minute | 1 <sup>st</sup> Minute | Add'l Minute |
| Zone 0 (Home Exchange) | \$0.0500               | \$0.0200     | \$0.0350               | \$0.0140     | \$0.0275               | \$0.0110     |
| Zone 1 (1-10 miles)    | \$0.0700               | \$0.0300     | \$0.0490               | \$0.0210     | \$0.0385               | \$0.0165     |
| Zone 2 (11-16 miles)   | \$0.1000               | \$0.0500     | \$0.0700               | \$0.0350     | \$0.0550               | \$0.0275     |
| Zone 3 (17-23 miles)   | \$0.1400               | \$0.0700     | \$0.0980               | \$0.0490     | \$0.0770               | \$0.0385     |

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**SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)**

**7.4 Non-Recurring Charges**

Non-recurring charges apply to each line installed for the Customer. Non-recurring charges are in addition to applicable service order charges contained in Section 4 of this tariff. All such charges will appear on the next bill following installation of the service.

Non-recurring charges for installation of access lines are:

|                              | <u>Business</u> | <u>Residence</u> |
|------------------------------|-----------------|------------------|
| Qwest LATA 652 / South Idaho |                 |                  |
| First Line                   | \$52.00         | \$30.00          |
| Each Additional Line         | \$52.00         | \$30.00          |
| Qwest LATA 676 / North Idaho |                 |                  |
| First Line                   | \$43.00         | \$27.00          |
| Each Additional Line         | \$43.00         | \$27.00          |
| Verizon Northwest            |                 |                  |
| First Line                   | \$45.00         | \$30.00          |
| Each Additional Line         | \$45.00         | \$30.00          |

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**SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)**

**7.5 Business PBX Trunk Service**

PBX Trunk service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place one call at a time. Trunks are provided for connection of Customer-provided private branch exchanges (PBX) or other station equipment to the public switched telecommunications network.

PBX Trunks are available to Business Customers as Inward, Outward or Two-Way combination trunks where services and facilities permit.

Each PBX Trunk is provided with Touchtone signaling at no additional charge. An optional per trunk Hunting feature is available for Customers which routes a call to the next idle trunk in a prearranged group (see Section 7.3).

PBX Trunks may also be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges (see Section 7.6). Usage charges are listed in Section 7.3.

| RATE CLASS    | SERVICE TYPE |               |
|---------------|--------------|---------------|
|               | Flat Rate    | Measured Rate |
| Rate Class 1  | \$34.08      | \$11.50       |
| Rate Class 1A | \$35.21      | \$12.63       |
| Rate Class 2  | \$37.20      | \$17.51       |

| RATE CLASS   | SERVICE TYPE |               |
|--------------|--------------|---------------|
|              | Flat Rate    | Measured Rate |
| Rate Class 1 | \$38.74      | N/A           |
| Rate Class 2 | \$45.19      | N/A           |

Non-Recurring Charge            \$117.50

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SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)

7.6 Direct Inward Dialing (DID) Service

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

The following charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and non-recurring charges for PBX Trunks as shown in Section 7.5 of this tariff. The Customer will be charged for the number of DID numbers utilized out of the available 20 numbers.

|                                   | Installation Charge | Monthly Recurring |
|-----------------------------------|---------------------|-------------------|
| Establish Trunk Group and Provide |                     |                   |
| 20 DID Numbers                    | \$20.00             | \$3.00            |
| Each Additional DID Number        | \$1.00              | \$0.15            |
| DID Trunk Termination:            |                     |                   |
| Per Trunk                         | \$50.00             | \$50.00           |

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**SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)**

**7.7 Reserved For Future Use**

**7.8 Optional Calling Features**

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

**7.8.1 Features Offered on a Usage Sensitive Basis**

The following features are available to all local exchange line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

*Qwest LATA 652 / South Idaho*

| Optional Calling Features | Business | Residence |
|---------------------------|----------|-----------|
| Three-Way Calling         | \$0.95   | \$0.95    |
| Call Return               | \$0.95   | \$0.95    |
| Repeat Dialing            | \$0.95   | \$0.95    |
| Calling Trace, Per Call   | \$1.00   | \$1.00    |

*Qwest LATA 676 / North Idaho*

| Optional Calling Features | Business | Residence |
|---------------------------|----------|-----------|
| Three-Way Calling         | \$0.75   | \$0.75    |
| Call Return               | \$0.75   | \$0.75    |
| Repeat Dialing            | \$0.75   | \$0.75    |
| Calling Trace, Per Call   | \$1.00   | \$1.00    |

*Verizon Northwest*

| Optional Calling Features | Business | Residence |
|---------------------------|----------|-----------|
| Three-Way Calling         | \$0.75   | \$0.75    |
| Call Return               | \$0.75   | \$0.75    |
| Repeat Dialing            | \$0.75   | \$0.75    |
| Calling Trace, Per Call   | \$1.00   | \$1.00    |

Denial of per call activation for Three-Way Calling, Call Return and Repeat Dialing from any line or trunk is available to Customers upon request at no additional charge.

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**SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)**

**7.8 Optional Calling Features, (Continued)**

**7.8.2 Features Offered on a Monthly Basis**

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature.

*Qwest LATA 652 / South Idaho*

| Optional Calling Feature                               | Business | Residence |
|--|----------|-----------|
| Speed Calling - 8 Number                               | 4.38     | 2.00      |
| Speed Calling - 30 Number                              | 5.47     | 3.50      |
| Call Forwarding Variable                               | 5.50     | 3.00      |
| Call Forwarding - Busy Line (Expanded)                 | 3.00     | 0.35      |
| Call Forwarding - Busy Line (Overflow)                 | 8.95     | N/A       |
| Call Forwarding - Busy Line (Programmable)             | 8.00     | 1.85      |
| Call Forwarding - Don't Answer (Expanded)              | 4.00     | 1.10      |
| Call Forwarding - Don't Answer (Programmable)          | 4.50     | 2.60      |
| Call Forwarding - Busy Line / Don't Answer             | 5.50     | 1.35      |
| Call Forwarding - Busy Line Ext. / Don't Answer        | 5.50     | 1.35      |
| Call Forwarding - Busy Line (Overflow) / Don't Answer  | 10.45    | N/A       |
| Call Waiting   | 7.80     | 5.50      |
| Three Way Calling                                      | 5.47     | 3.50      |
| Call Manager Connection (CMC)                          | 19.95    | N/A       |
| CMC with Call Waiting                                  | 19.95    | N/A       |
| CMC with Receptionist                                  | 19.95    | N/A       |
| Call Rejection   | 4.50     | 4.50      |
| Abbreviated Access - (One Digit) - Each Shared List    | 20.00    | N/A       |
| Abbreviated Access - (One Digit) - Each Line Arranged  | 0.50     | 0.50      |
| Abbreviated Access - (Two Digits) - Each Shared List   | 30.00    | N/A       |
| Abbreviated Access - (Two Digits) - Each Line Arranged | 0.50     | 0.50      |
| Caller ID - Number                                     | 7.50     | 6.95      |
| Caller ID - Name & Number                              | 7.95     | 6.95      |
| Caller ID - With Privacy +                             | 10.95    | 9.95      |
| Call Transfer  | 6.00     | 6.00      |

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**SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)**

**7.8 Optional Calling Features, (Continued)**

**7.8.2 Features Offered on a Monthly Basis, (Continued)**

*Qwest LATA 652 / South Idaho, (Continued)*

| <b>Optional Calling Feature</b>           | <b>Business</b> | <b>Residence</b> |
|---|-----------------|------------------|
| Selective Call Forwarding                 | 3.50            | 3.50             |
| Continuous Redial                         | 3.50            | 3.50             |
| Dial Call Waiting                         | 2.15            | 2.15             |
| Directed Call Pickup                      | 1.00            | 1.00             |
| Directed Call Pickup w/ Barge In          | 1.00            | 1.00             |
| Distinctive Alert                         | 1.00            | 1.00             |
| Hot Line                                  | 2.00            | 2.00             |
| Warm Line                                 | 2.50            | 3.50             |
| Last Call Return                          | 4.50            | 4.00             |
| Priority Call                             | 3.50            | 3.50             |
| Remote Access Forwarding                  | 8.45            | 5.00             |
| Scheduled Forwarding                      | 9.45            | 6.00             |
| Receptionist w/ Number only               | 15.30           | 12.45            |
| Receptionist w/ Name & Number             | 15.75           | 12.45            |
| Receptionist w/ Caller ID w/ Privacy +    | 18.75           | 15.45            |
| Do Not Disturb                            | 3.95            | 3.95             |
| Dial Lock                                 | 3.95            | 3.95             |
| Custom Ringing - First Additional Number  | 7.45            | 5.00             |
| Custom Ringing - Second Additional Number | 5.25            | 2.50             |
| Custom Ringing - Third Additional Number  | 5.25            | 2.50             |

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**SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)**

**7.8 Optional Calling Features, (Continued)**

**7.8.2 Features Offered on a Monthly Basis, (Continued)**

*Qwest LATA 676 / North Idaho<sup>1</sup>*

| Optional Calling Feature                               | Business | Residence |
|--|----------|-----------|
| Speed Calling - 8 Number                               | 3.00     | 2.00      |
| Speed Calling - 30 Number                              | 5.55     | 3.00      |
| Call Forwarding Variable <sup>2</sup>                  | 3.50     | 3.00      |
| Call Forwarding - Busy Line (Expanded)                 | 1.00     | N/A       |
| Call Forwarding - Busy Line (Overflow)                 | 4.00     | 0.35      |
| Call Forwarding - Don't Answer (Expanded)              | 2.00     | 1.10      |
| Call Forwarding - Busy Line Overflow / Don't Answer    | 5.50     | 1.35      |
| Call Forwarding - Busy Line Ext. / Don't Answer        | 2.50     | N/A       |
| Call Waiting   | 4.00     | 4.15      |
| Three Way Calling                                      | 3.50     | 3.50      |
| Call Manager Connection (CMC)                          | 19.95    | N/A       |
| CMC with Call Waiting                                  | 19.95    | N/A       |
| CMC with Receptionist                                  | 19.95    | N/A       |
| Call Rejection   | 4.50     | 4.50      |
| Abbreviated Access - (One Digit) - Each Shared List    | 20.00    | N/A       |
| Abbreviated Access - (One Digit) - Each Line Arranged  | 0.50     | 0.50      |
| Abbreviated Access - (Two Digits) - Each Shared List   | 30.00    | N/A       |
| Abbreviated Access - (Two Digits) - Each Line Arranged | 0.50     | 0.50      |
| Caller ID - Number                                     | 7.50     | 5.50      |
| Caller ID - Name & Number                              | 7.95     | 5.95      |
| Call Transfer  | 6.00     | 6.00      |
| Selective Call Forwarding                              | 3.50     | 3.50      |
| Continuous Redial                                      | 3.50     | 3.50      |
| Hot Line, each line arranged                           | 2.00     | 2.00      |
| Warm Line, each line arranged                          | 2.50     | 2.50      |
| Last Call Return                                       | 3.50     | 3.00      |
| Priority Call  | 3.50     | 3.50      |
| Dial Lock  | 3.95     | 3.95      |

<sup>1</sup> A nonrecurring charge applies per request to establish or change one or more custom calling features (Residence-\$7.00/line; Business-\$11.00/line)

<sup>2</sup> Calls that are forwarded outside the local calling area will result in message toll charges from the called number to the forwarded number.

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**SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)**

**7.8 Optional Calling Features, (Continued)**

**7.8.2 Features Offered on a Monthly Basis, (Continued)**

*Verizon Northwest<sup>1 2</sup>*

| <b>Optional Calling Feature</b>            | <b>Business</b> | <b>Residence</b> |
|--|-----------------|------------------|
| Speed Calling - 8 Number                   | 3.31            | 2.81             |
| Speed Calling - 30 Number                  | 5.02            | 4.52             |
| Call Forwarding Variable                   | 4.00            | 3.00             |
| Call Forwarding - Busy Line                | 1.25            | 1.25             |
| Call Forwarding - Don't Answer             | 1.25            | 1.25             |
| Call Forwarding - Busy Line / Don't Answer | 1.50            | 1.50             |
| Call Waiting                               | 6.00            | 4.00             |
| Call Waiting/Cancel Call Waiting           | 6.50            | 4.50             |
| Three Way Calling                          | 4.25            | 3.75             |
| Anonymous Call Block                       | 0.25            | 0.25             |
| Caller ID - Number                         | 10.00           | 7.00             |
| Caller ID - Name & Number                  | 11.50           | 7.95             |
| Selective Call Forwarding                  | 6.00            | 5.00             |
| Continuous Redial                          | 6.00            | 5.00             |
| Distinctive Ring                           | 6.00            | 6.00             |
| Last Call Return                           | 6.00            | 5.00             |
| Call Block                                 | 4.00            | 3.00             |
| Priority Call                              | 4.00            | 3.00             |
| Do Not Disturb                             | 4.00            | 3.00             |

<sup>1</sup> Services offered where facilities are available.

<sup>2</sup> A nonrecurring charge applies per request to establish or change one or more custom calling features (Residence-\$10.00/line; Business-\$12.00/line).

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**SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)**

**7.9 Budget Phone Bonus Plan**

The Budget Phone Bonus Plan is a bundled pre-paid residential service Plan offered on a flat or measured rate basis and includes sixty (60) minutes of intra and interlata Long Distance<sup>1</sup> calling within the Continental United States per billing cycle. The Bonus Plan, along with its individual components, is available in the Qwest exchanges of Idaho as defined by the Incumbent LEC. Budget Phone reserves the right, at its sole discretion, to alter, change, or substitute individual features. Customers must access Budget Phone's Long Distance platform by first dialing a toll free number and then must dial the ten-digit (10) termination number in order to complete the call. The Plan includes an additional 250 minutes of continental intrastate long distance usage for the first two (2) consecutive months of service (certain restrictions, as outlined below, do apply).<sup>2</sup> The customer has the option to continue to receive an additional 250 minutes of continental intrastate long distance usage for an additional charge of \$5.00 per billing cycle. This plan does not provide for call detail information on the Customers monthly bill.

<sup>1-2</sup> Long Distance calculated at a rate of \$0.019 per minute of usage with a \$.25 surcharge for each completed call.

The Bonus Plan includes the following (available on a where offered basis):

- (1) Local dial-tone line
- (2) Sixty (60) minutes of intra/interlata Long Distance calling within the Continental United States per billing cycle
- (3) Call Waiting
- (4) Call Forwarding
- (5) Three Way Calling
- (6) Caller ID
- (7) Call Return
- (8) An additional 250 minutes of long distance for calls terminating within the continental United States (included at no addition charge for the first two (2) consecutive months of service)

|                               |                                |
|-------------------------------|--------------------------------|
| Bonus Plan Package Access Fee | \$49.95                        |
|                               | \$39.95 w/ prompt pay discount |

**7.10 Budget Phone Basic Plan**

Basic service is a bundled pre-paid plan available to all residential customers residing in the Qwest Exchanges of Idaho. The Monthly Access Fee for basic service provides a Customer with single, voice grade dial tone line, which allows unlimited local calls on a flat or measured rate basis and includes sixty (60) minutes of intra and interlata Long Distance<sup>1</sup> calling within the Continental United States per billing cycle. Basic Service is provided with touch-tone as a standard feature. Basic Service is available with the optional features listed in Section 7.8. The optional feature charges will be applied in addition to the Monthly Access Fee.

<sup>1-2</sup> Long Distance calculated at a rate of \$0.019 per minute of usage with a \$.25 surcharge for each completed call.

|                          |                                |
|--------------------------|--------------------------------|
| Basic Monthly Access Fee | \$49.95                        |
|                          | \$39.95 w/ prompt pay discount |

**7.11 Budget Phone Deluxe Prepaid Plan**

The Budget Phone Deluxe Prepaid Package is a bundled pre-paid plan offered to all residential customers in the Qwest exchanges of Idaho as defined by the Incumbents tariff on file with the Commission and includes: a) a residence dial tone line on a flat rate basis (b) unlimited access that does not exceed 2,000 minutes to intra and interstate Long Distance calling within the Continental United States, per billing cycle; and (c) the following five (5) Custom Calling Features: Caller ID, Call Return, Call Waiting, Three-way Calling and Call Forwarding<sup>1</sup>. Customers must access Budget Phone's Long Distance platform by first dialing a toll free number and then must dial the ten-digit (10) termination number in order to complete the call. This plan does not provide for call detail information on the Customers monthly bill.

<sup>1</sup> Custom Calling Features are offered where facilities and equipment allow. All features may not be available in all central office switches.

|                                   |                                |
|-----------------------------------|--------------------------------|
| Deluxe Prepaid Package Access Fee | \$59.95                        |
|                                   | \$49.95 w/ prompt pay discount |

**7.12 Budget Phone Deluxe Unlimited Prepaid Plan**

The Budget Phone Deluxe Unlimited Prepaid package is a bundled pre-paid plan offered to all residential customers in the Qwest exchanges of Idaho as defined by the Incumbents tariff on file with the Commission and includes: a) a residence dial tone line on a flat or measured rate basis; and (b) unlimited access that does not exceed 2,000 minutes to intra and interstate Long Distance calling within the Continental United States, per billing cycle. Customers must access Budget Phone's Long Distance platform by first dialing a toll free number and then must dial the ten-digit (10) termination number in order to complete the call. This plan does not provide for call detail information on the Customers monthly bill.

|   |                                |
|---|--------------------------------|
| Deluxe Unlimited Prepaid Package Access Fee | \$59.95                        |
|   | \$49.95 w/ prompt pay discount |

**7.13 Deluxe 2000 Package**

For a monthly recurring charge, Customer may add to the Basic Plans, two thousand (2,000) minutes, per billing cycle, of intrastate or interstate Long Distance calling within the Continental United States.

|                     |         |
|---------------------|---------|
| Deluxe 2000 Package | \$10.00 |
|---------------------|---------|

SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES

8.1 Directory Listings

8.1.1 The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant local exchange service provided in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.

8.1.2 Free Listings

The following listings are provided at no additional charge to the Customer: one listing for each individual line service, auxiliary line or PBX system.

|                                     |                 |                  |
|-------------------------------------|-----------------|------------------|
| <i>Qwest LATA 652 / South Idaho</i> | <u>Business</u> | <u>Residence</u> |
| Each Additional Listing, per month  | \$6.00          | \$1.50           |

|                                     |                 |                  |
|-------------------------------------|-----------------|------------------|
| <i>Qwest LATA 676 / North Idaho</i> | <u>Business</u> | <u>Residence</u> |
| Each Additional Listing, per month  | \$2.00          | \$1.50           |

|                                    |                 |                  |
|------------------------------------|-----------------|------------------|
| <i>Verizon Northwest</i>           | <u>Business</u> | <u>Residence</u> |
| Each Additional Listing, per month | \$1.50          | \$1.00           |

8.1.3 Non-Published Service

Non-published service means that the Customer's telephone number is not listed in the directory, not does it appear in the Company's Directory Assistance Records. There is a monthly charge for each non-published service.

|   |                 |                  |
|---|-----------------|------------------|
| <i>Qwest LATA 652 / South Idaho</i>     | <u>Business</u> | <u>Residence</u> |
| Non-published service charge, per month | \$4.00          | \$4.00           |

|   |                 |                  |
|---|-----------------|------------------|
| <i>Qwest LATA 676 / North Idaho</i>     | <u>Business</u> | <u>Residence</u> |
| Non-published service charge, per month | \$4.00          | \$4.00           |

|   |                 |                  |
|---|-----------------|------------------|
| <i>Verizon Northwest</i>                | <u>Business</u> | <u>Residence</u> |
| Non-published service charge, per month | \$4.00          | \$4.00           |

**SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES (CONTINUED)**

**8.1 Directory Listings**

**8.1.4 Non-Listed Service**

Non-listed service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company's Directory Assistance Records. There is a monthly charge for each non-listed service.

|                                       |                 |                  |
|---------------------------------------|-----------------|------------------|
| <i>Qwest LATA 652 / South Idaho</i>   | <u>Business</u> | <u>Residence</u> |
| Non- listed service charge, per month | \$2.50          | \$2.50           |

|                                       |                 |                  |
|---------------------------------------|-----------------|------------------|
| <i>Qwest LATA 676 / North Idaho</i>   | <u>Business</u> | <u>Residence</u> |
| Non- listed service charge, per month | \$2.50          | \$2.50           |

|                                       |                 |                  |
|---------------------------------------|-----------------|------------------|
| <i>Verizon Northwest</i>              | <u>Business</u> | <u>Residence</u> |
| Non- listed service charge, per month | \$2.50          | \$2.50           |

**8.2 Directory Assistance Services**

**8.2.1 Directory Assistance**

A Directory Assistance charge applies per local directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number.

|                                      |        |
|--------------------------------------|--------|
| <i>Qwest LATA 652 / South Idaho</i>  |        |
| Each Local Directory Assistance Call | \$1.00 |

|                                      |        |
|--------------------------------------|--------|
| <i>Qwest LATA 676 / North Idaho</i>  |        |
| Each Local Directory Assistance Call | \$1.00 |

|                                      |        |
|--------------------------------------|--------|
| <i>Verizon Northwest</i>             |        |
| Each Local Directory Assistance Call | \$1.00 |

|                                    |        |
|------------------------------------|--------|
| National Directory Assistance Call | \$1.75 |
|------------------------------------|--------|

SECTION 9.0 - ADVANCED SERVICES

9.1 ISDN PRI Service with Unlimited Local Calling

ISDN PRI offers an array of value-added features, such as calling number identification and call-by-call selection that enhance productivity. ISDN PRI is configured with 23 64 Kbps bi-directional B (Bearer) channels and one 64 Kbps D (Data) channel. Unique to ISDN PRI is its ability to designate the D channel to handle all of the signaling and call control requirements and leave the remaining 23 B channels free for any mix of circuit-switched voice and data.

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

ISDN PRI includes the following non-optional Feature Package: Inbound Calling Line ID-Name & Number and Call by Call Selection.

Regional Toll and Long Distance Services must be PIC'd to the Company. These rates are in addition to ISDN PRI and DS1 rates below.

Recurring Charges

|                              | Monthly Recurring Charge |           |           |
|------------------------------|--------------------------|-----------|-----------|
|                              | 12 Months                | 24 Months | 36 Months |
| Qwest LATA 652 / South Idaho | ICB                      | ICB       | ICB       |
| Qwest LATA 676 / North Idaho | ICB                      | ICB       | ICB       |
| Verizon Northwest            | ICB                      | ICB       | ICB       |

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**SECTION 9.0 - ADVANCED SERVICES (CONTINUED)**

**9.1 ISDN PRI Service with Unlimited Local Calling (Continued)**

**Non-Recurring Charges**

|                                      | Non-Recurring Charge |                   |           |
|--------------------------------------|----------------------|-------------------|-----------|
|                                      | 12 Months            | 24 Months         | 36 Months |
| Qwest LATA 652 / South Idaho         |                      |                   |           |
| First Line                           | ICB                  | ICB               | ICB       |
| Each Add'l Line                      | ICB                  | ICB               | ICB       |
| Qwest LATA 676 / North Idaho         |                      |                   |           |
| First Line                           | ICB                  | ICB               | ICB       |
| Each Add'l Line                      | ICB                  | ICB               | ICB       |
| Verizon Northwest                    |                      |                   |           |
| First Line                           | ICB                  | ICB               | ICB       |
| Each Add'l Line                      | ICB                  | ICB               | ICB       |
| Expedite Service Charge <sup>1</sup> | Per PRI              |                   |           |
| Qwest LATA 652 / South Idaho         | ICB                  |                   |           |
| Qwest LATA 676 / North Idaho         | ICB                  |                   |           |
| Verizon Northwest                    | ICB                  |                   |           |
| Order Supplement Charge <sup>2</sup> | First Change         | Subsequent Change |           |
| Qwest LATA 652 / South Idaho         | ICB                  | ICB               |           |
| Qwest LATA 676 / North Idaho         | ICB                  | ICB               |           |
| Verizon Northwest                    | ICB                  | ICB               |           |
| Order Cancellation Charge            | Per PRI              |                   |           |
| Qwest LATA 652 / South Idaho         | ICB                  |                   |           |
| Qwest LATA 676 / North Idaho         | ICB                  |                   |           |
| Verizon Northwest                    | ICB                  |                   |           |

<sup>1</sup> Expedite Service Charges apply when customer requests installation of service in less time than normal installation interval of 30 business days.

<sup>2</sup> Order Supplement Charges apply when a change of the Requested Service Date is requested by customer. A change of requested service date must be within 30 days of the previous requested service date. In no event will the Company be obligated to accept more than three (3) changes to a requested service date. The service will be deemed canceled upon the fourth (4) such request and applicable Order Cancellation Charges will apply.

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SECTION 9.0 - ADVANCED SERVICES (CONTINUED)

**9.2 Digital DS-1 PBX Service with Unlimited Local Calling**

This service provides a trunk side DS1 electrical interface from the customer's digital PBX system to a digital port on a local Company switch for the origination and termination of calls. Traffic to and from the digital PBX can be received or dialed directly from any PBX station without the need for an attendant.

These digital trunks deliver a high-speed DS1 (T1) connection between your PBX and the Company network. There are up to 24 channels on one facility, each of which can be used to place or receive calls. This multi-channel capability dramatically reduces the need for additional PBX circuit cards.

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

Regional Toll and Long Distance Services must be PIC'd to the Company. These rates are in addition to ISDN PRI and DS1 rates below.

Monthly Recurring Charges

|                              | Monthly Recurring Charge |           |           |
|------------------------------|--------------------------|-----------|-----------|
|                              | 12 Months                | 24 Months | 36 Months |
| Qwest LATA 652 / South Idaho | ICB                      | ICB       | ICB       |
| Qwest LATA 676 / North Idaho | ICB                      | ICB       | ICB       |
| Verizon Northwest            | ICB                      | ICB       | ICB       |

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**SECTION 9.0 - ADVANCED SERVICES (CONTINUED)**

**9.2 Digital DS-1 PBX Service with Unlimited Local Calling (Continued)**

**Non-Recurring Charges**

|                                      | Non-Recurring Charge |                   |           |
|--------------------------------------|----------------------|-------------------|-----------|
|                                      | 12 Months            | 24 Months         | 36 Months |
| Qwest LATA 652 / South Idaho         |                      |                   |           |
| First Line                           | ICB                  | ICB               | ICB       |
| Each Add'l Line                      | ICB                  | ICB               | ICB       |
| Qwest LATA 676 / North Idaho         |                      |                   |           |
| First Line                           | ICB                  | ICB               | ICB       |
| Each Add'l Line                      | ICB                  | ICB               | ICB       |
| Verizon Northwest                    |                      |                   |           |
| First Line                           | ICB                  | ICB               | ICB       |
| Each Add'l Line                      | ICB                  | ICB               | ICB       |
| Expedite Service Charge <sup>1</sup> | Per DS1              |                   |           |
| Qwest LATA 652 / South Idaho         | ICB                  |                   |           |
| Qwest LATA 676 / North Idaho         | ICB                  |                   |           |
| Verizon Northwest                    | ICB                  |                   |           |
| Order Supplement Charge <sup>2</sup> | First Change         | Subsequent Change |           |
| Qwest LATA 652 / South Idaho         | ICB                  | ICB               |           |
| Qwest LATA 676 / North Idaho         | ICB                  | ICB               |           |
| Verizon Northwest                    | ICB                  | ICB               |           |
| Order Cancellation Charge            | Per DS1              |                   |           |
| Qwest LATA 652 / South Idaho         | ICB                  |                   |           |
| Qwest LATA 676 / North Idaho         | ICB                  |                   |           |
| Verizon Northwest                    | ICB                  |                   |           |

<sup>1</sup> Expedite Service Charges apply when customer requests installation of service in less time than normal installation interval of 30 business days.

<sup>2</sup> Order Supplement Charges apply when a change of the Requested Service Date is requested by customer. A change of requested service date must be within 30 days of the previous requested service date. In no event will the Company be obligated to accept more than three (3) changes to a requested service date. The service will be deemed canceled upon the fourth (4) such request and applicable Order Cancellation Charges will apply.

SECTION 9.0 - ADVANCED SERVICES (CONTINUED)

9.3 ISDN PRI Service with Unlimited Local Calling and Bundled Toll/LD Service

ISDN PRI offers an array of value-added features, such as calling number identification and call-by-call selection that enhance productivity. ISDN PRI is configured with 23 64 Kbps bi-directional B (Bearer) channels and one 64 Kbps D (Data) channel. Unique to ISDN PRI is its ability to designate the D channel to handle all of the signaling and call control requirements and leave the remaining 23 B channels free for any mix of circuit-switched voice and data.

This product is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

The Unlimited Local Calling and Bundled Toll/LD Service Products are offered with six different increments of Toll/LD Minutes of Use: 5,000, 10,000, 15,000, 30,000, 50,000 and 100,000. Installation charges are included in the monthly recurring charges. Regional Toll and Long Distance Services must be PIC'd to the Company.

ISDN PRI with Unlimited Local and Bundled 5,000 Long Distance MOU

This package includes unlimited local and 5,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 5,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

|                              | Monthly Recurring Charge |           |           |
|------------------------------|--------------------------|-----------|-----------|
|                              | 12 Months                | 24 Months | 36 Months |
| Qwest LATA 652 / South Idaho | ICB                      | ICB       | ICB       |
| Qwest LATA 676 / North Idaho | ICB                      | ICB       | ICB       |
| Verizon Northwest            | ICB                      | ICB       | ICB       |

ISDN PRI with Unlimited Local and Bundled 10,000 Long Distance MOU

This package includes unlimited local and 10,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 10,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

|                              | Monthly Recurring Charge |           |           |
|------------------------------|--------------------------|-----------|-----------|
|                              | 12 Months                | 24 Months | 36 Months |
| Qwest LATA 652 / South Idaho | ICB                      | ICB       | ICB       |
| Qwest LATA 676 / North Idaho | ICB                      | ICB       | ICB       |
| Verizon Northwest            | ICB                      | ICB       | ICB       |

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SECTION 9.0 - ADVANCED SERVICES (CONTINUED)

9.3 ISDN PRI Service with Unlimited Local Calling and Bundled Toll/LD Service (Continued)

ISDN PRI with Unlimited Local and Bundled 15,000 Long Distance MOU

This package includes unlimited local and 15,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 15,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

|                              | Monthly Recurring Charge |           |           |
|------------------------------|--------------------------|-----------|-----------|
|                              | 12 Months                | 24 Months | 36 Months |
| Qwest LATA 652 / South Idaho | ICB                      | ICB       | ICB       |
| Qwest LATA 676 / North Idaho | ICB                      | ICB       | ICB       |
| Verizon Northwest            | ICB                      | ICB       | ICB       |

ISDN PRI with Unlimited Local and Bundled 30,000 Long Distance MOU

This package includes unlimited local and 30000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 30,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

|                              | Monthly Recurring Charge |           |           |
|------------------------------|--------------------------|-----------|-----------|
|                              | 12 Months                | 24 Months | 36 Months |
| Qwest LATA 652 / South Idaho | ICB                      | ICB       | ICB       |
| Qwest LATA 676 / North Idaho | ICB                      | ICB       | ICB       |
| Verizon Northwest            | ICB                      | ICB       | ICB       |

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SECTION 9.0 - ADVANCED SERVICES (CONTINUED)

9.3 **ISDN PRI Service with Unlimited Local Calling and Bundled Toll/LD Service (Continued)**

ISDN PRI with Unlimited Local and Bundled 50,000 Long Distance MOU

This package includes unlimited local and 50,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 50,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

|                              | Monthly Recurring Charge |           |           |
|------------------------------|--------------------------|-----------|-----------|
|                              | 12 Months                | 24 Months | 36 Months |
| Qwest LATA 652 / South Idaho | ICB                      | ICB       | ICB       |
| Qwest LATA 676 / North Idaho | ICB                      | ICB       | ICB       |
| Verizon Northwest            | ICB                      | ICB       | ICB       |

ISDN PRI with Unlimited Local and Bundled 100,000 Long Distance MOU

This package includes unlimited local and 100,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 100,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

|                              | Monthly Recurring Charge |           |           |
|------------------------------|--------------------------|-----------|-----------|
|                              | 12 Months                | 24 Months | 36 Months |
| Qwest LATA 652 / South Idaho | ICB                      | ICB       | ICB       |
| Qwest LATA 676 / North Idaho | ICB                      | ICB       | ICB       |
| Verizon Northwest            | ICB                      | ICB       | ICB       |

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**SECTION 9.0 - ADVANCED SERVICES (CONTINUED)**

**9.4 Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service**

This service provides a trunk side DS1 electrical interface from the customer's digital PBX system to a digital port on a local Company switch for the origination and termination of calls. Traffic to and from the digital PBX can be received or dialed directly from any PBX station without the need for an attendant.

These digital trunks deliver a high-speed DS1 (T1) connection between your PBX and the Company network. There are up to 24 channels on one facility, each of which can be used to place or receive calls. This multi-channel capability dramatically reduces the need for additional PBX circuit cards.

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

The Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service Products are offered with six different increments of Toll/LD Minutes of Use: 5,000, 10,000, 15,000, 30,000, 50,000 and 100,000. Installation charges are included in the monthly recurring charges. Regional Toll and Long Distance Services must be PIC'd to the Company.

**ISDN DS1 with Unlimited Local and Bundled 5,000 Long Distance MOU**

This package includes unlimited local and 5,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 5,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

|                              | Monthly Recurring Charge |           |           |
|------------------------------|--------------------------|-----------|-----------|
|                              | 12 Months                | 24 Months | 36 Months |
| Qwest LATA 652 / South Idaho | ICB                      | ICB       | ICB       |
| Qwest LATA 676 / North Idaho | ICB                      | ICB       | ICB       |
| Verizon Northwest            | ICB                      | ICB       | ICB       |

**ISDN DS1 with Unlimited Local and Bundled 10,000 Long Distance MOU**

This package includes unlimited local and 10,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 10,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

|                              | Monthly Recurring Charge |           |           |
|------------------------------|--------------------------|-----------|-----------|
|                              | 12 Months                | 24 Months | 36 Months |
| Qwest LATA 652 / South Idaho | ICB                      | ICB       | ICB       |
| Qwest LATA 676 / North Idaho | ICB                      | ICB       | ICB       |
| Verizon Northwest            | ICB                      | ICB       | ICB       |

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SECTION 9.0 - ADVANCED SERVICES (CONTINUED)

9.4 **Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service  
(Continued)**

ISDN DS1 with Unlimited Local and Bundled 15,000 Long Distance MOU

This package includes unlimited local and 15,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 15,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

|                              | Monthly Recurring Charge |           |           |
|------------------------------|--------------------------|-----------|-----------|
|                              | 12 Months                | 24 Months | 36 Months |
| Qwest LATA 652 / South Idaho | ICB                      | ICB       | ICB       |
| Qwest LATA 676 / North Idaho | ICB                      | ICB       | ICB       |
| Verizon Northwest            | ICB                      | ICB       | ICB       |

ISDN DS1 with Unlimited Local and Bundled 30,000 Long Distance MOU

This package includes unlimited local and 30000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 30,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

|                              | Monthly Recurring Charge |           |           |
|------------------------------|--------------------------|-----------|-----------|
|                              | 12 Months                | 24 Months | 36 Months |
| Qwest LATA 652 / South Idaho | ICB                      | ICB       | ICB       |
| Qwest LATA 676 / North Idaho | ICB                      | ICB       | ICB       |
| Verizon Northwest            | ICB                      | ICB       | ICB       |

ISDN DS1 with Unlimited Local and Bundled 50,000 Long Distance MOU

This package includes unlimited local and 50,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 50,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

|                              | Monthly Recurring Charge |           |           |
|------------------------------|--------------------------|-----------|-----------|
|                              | 12 Months                | 24 Months | 36 Months |
| Qwest LATA 652 / South Idaho | ICB                      | ICB       | ICB       |
| Qwest LATA 676 / North Idaho | ICB                      | ICB       | ICB       |
| Verizon Northwest            | ICB                      | ICB       | ICB       |

ISDN DS1 with Unlimited Local and Bundled 100,000 Long Distance MOU

This package includes unlimited local and 100,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 100,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

|                              | Monthly Recurring Charge |           |           |
|------------------------------|--------------------------|-----------|-----------|
|                              | 12 Months                | 24 Months | 36 Months |
| Qwest LATA 652 / South Idaho | ICB                      | ICB       | ICB       |
| Qwest LATA 676 / North Idaho | ICB                      | ICB       | ICB       |
| Verizon Northwest            | ICB                      | ICB       | ICB       |

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SECTION 9.0 - ADVANCED SERVICES (CONTINUED)

9.5 ISDN BRI Service

ISDN BRI (Basic Rate Interface) uses standard "twisted pair" cables and is nearly three times faster than a 56K dial up line. ISDN PRI (Primary Rate Interface) uses a 1.544 Mbps digital transport facility (T1). Both services provide the superior clarity of digital transmission, a high-speed data interface and sufficient bandwidth capacity to fulfill your current and future communication needs.

ISDN BRI consists of two 64 Kbps B (Bearer) channels and one 16 Kbps D (Data) channel. Each B channel has the ability to integrate voice, data, image and video. The B channels may be kept separate or bonded together to deliver 128 Kbps.

Monthly Recurring Charges

|   | Monthly Recurring Charge <sup>1</sup> |
|---|---------------------------------------|
| ISDN Basic Exchange Digital Line, each                          | \$10.00                               |
| ISDN Basic Exchange Circuit Switched Voice                      |                                       |
| First Line  | n/a                                   |
| Second Line   | 2.00                                  |
| ISDN Basic Exchange Circuit Switched Data, each                 | 2.00                                  |
| ISDN Basic Exchange Alternate Circuit Switched Voice/Data, each | 2.00                                  |

<sup>1</sup> These ISDN BRI rates are a supplement to individual Message Rate Service.

**SECTION 9.0 - ADVANCED SERVICES (CONTINUED)**

**9.6 Digital Centrex Service**

Digital Centrex Service delivers superior performance, PBX-like functionality including abbreviated dialing, and is compatible with many telephone sets. Each user has a unique seven-digit direct telephone number and customized features. The service is affordable, power failure safe and provides a scalable platform for future growth and technology.

**Monthly Recurring Charges**

| <u>Contract Length</u>    | <u>Monthly Recurring Charge</u> |
|---------------------------|---------------------------------|
| 12 months - Assume Dial 9 | 26.61                           |
| 12 months                 | 23.15                           |
| 24 months                 | 21.05                           |
| 36 months                 | 17.59                           |
| 60 months                 | 16.51                           |
| 84 months                 | 15.80                           |

**NOTES FOR ALL:** Availability of services must be verified with the Company based on customer address and NPA-NXX. Rates do not include FCC End User Charge, FCC Port Charge, or other surcharges and taxes. Minimum service period is 12 months. If service is cancelled prior to the end of the contract, a termination charge will be calculated as follows: a. The average of the sum of all line charges on three previous Company invoices to the customer (excluding taxes) multiplied by the number of months remaining in the term agreement.

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**SECTION 10.0 - RESERVED FOR FUTURE USE**

**10.1 Reserved For Future Use**

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**SECTION 11.0 - MISCELLANEOUS SERVICES**

**11.1 Carrier Presubscription**

**11.1.1 General**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls, Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

**11.1.2 Presubscription Options** - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

- Option A:** Customer select the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
- Option D:** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription.
- Option E:** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.
- Option F:** Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

**SECTION 11.0 – MISCELLANEOUS SERVICES (CONTINUED)**

**11.1 Carrier Presubscription, (Continued)**

**11.1.3 Rules and Regulations**

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 11.1.5 below:

**11.1.4 Presubscription Procedures**

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90-day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate an intraLATA or interLATA presubscription change at any time, subject to the charges specified in 11.1.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

SECTION 11.0 - MISCELLANEOUS SERVICES (CONTINUED)

11.1 Carrier Presubscription, (Continued)

11.1.5 Presubscription Charges

(A) Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 11.1.4 above, for any change thereafter, a Presubscription Change Charge, as set forth below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

(B) Nonrecurring Charges

Per business line, trunk, or port

|                                |        |
|--------------------------------|--------|
| Initial Line, or Trunk or Port | \$5.00 |
| Additional Line, Trunk or Port | \$5.00 |

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SECTION 12.0 - EXCHANGE AREAS

12.1 Exchange Areas (RC=Rate Class)

| EXCHANGE         | RC | EXCHANGE       | RC | EXCHANGE     | RC |
|------------------|----|----------------|----|--------------|----|
| Afton            | 1  | American Falls | 2  | Arid         | 1  |
| Ashton           | 1  | Bancroft       | 2  | Blackfoot    | 2  |
| Bliss            | 2  | Boise          | 2  | Buhl         | 2  |
| Burley           | 1A | Caldwell       | 2  | Castleford   | 2  |
| Caumil           | 1  | Cottonwood     | 1  | Craigmont    | 1  |
| Dietrich         | 2  | Downey         | 2  | Driggs       | 1  |
| Eden             | 2  | Emmett         | 2  | Glenns Ferry | 2  |
| Gooding          | 2  | Grace          | 2  | Grangeville  | 1  |
| Hagerman         | 2  | Hailey         | 1  | Idaho City   | 2  |
| Idaho Falls      | 2  | Island Park    | 1  | Jerome       | 2  |
| Kamiah           | 1  | Ketchum        | 1  | Kimberly     | 2  |
| Kooskia          | 1  | Kuna           | 2  | Lapwai       | 2  |
| Lava Hot Springs | 2  | Lewiston       | 2  | McCammon     | 2  |
| Mack             | 1  | Malad          | 1  | Melba        | 2  |
| Meridian         | 2  | Middleton      | 2  | Montpelier   | 2  |
| Mountain Home    | 2  | Murtaugh       | 2  | Nampa        | 2  |
| New Acres        | 2  | New Plymouth   | 2  | Nez Perce    | 1  |
| Oakley           | 2  | Oxbow          | 1  | Paris        | 1  |
| Payette          | 2  | Pocatello      | 2  | Preston      | 2  |
| Rexburg          | 2  | Rigby          | 2  | Ririe        | 2  |
| Roberts          | 2  | St. Anthony    | 2  | Shelley      | 2  |
| Shoshone         | 1  | Soda Springs   | 2  | Stanley      | 1  |
| Star             | 2  | Twin Falls     | 2  | Weiser       | 2  |
| Wendell          | 2  |                |    |              |    |

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**SECTION 13.0 - PROMOTIONAL OFFERINGS / CONTRACT & ICB**

**13.1 Promotional Offerings**

The Company, upon notification to Commission, may make promotional offerings to its service which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offering and the locations where the offerings are made.

**13.2 Contract Rates / Individual Case Basis (ICB) Arrangements**

Competitive pricing arrangements at negotiated rates may be furnished on an individual case basis (ICB) in response to request by customers to Budget Phone, for proposals or for competitive bids. Service offered under this tariff provision will be provided to the Customer pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. Company will provide the Commission with copies of any ICB contractual arrangements.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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**RULES, REGULATIONS, AND  
SCHEDULE OF RATES AND CHARGES  
APPLICABLE TO END USERS**

**TELECOMMUNICATIONS ACCESS SERVICES TARIFF**

**FURNISHED BY**

**BUDGET PREPAY, INC. D/B/A BUDGET PHONE**

**WITHIN THE STATE OF IDAHO**

This rate sheet contains the descriptions, regulations and rates applicable to the furnishing of competitive access service and facilities for telecommunications services provided by Budget PrePay, Inc. d/b/a Budget Phone ("Budget Phone") within the State of Idaho. This tariff is on file with the Idaho Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 1325 Barksdale Blvd., Bossier City, Louisiana 71111.

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Issued by:

Jody Craft, Director of Operations  
Budget PrePay, Inc. d/b/a Budget Phone  
1325 Barksdale Blvd.  
Bossier City, Louisiana 71111

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## COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

CHECK SHEET

Sheets of this rate sheet are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original rate sheet and are currently in effect as of the date on the bottom of this sheet.

| Page Number | Revision | Page Number | Revision | Page Number | Revision |
|-------------|----------|-------------|----------|-------------|----------|
| 1           | Original | 21          | Original | 41          | Original |
| 2           | Original | 22          | Original | 42          | Original |
| 3           | Original | 23          | Original | 43          | Original |
| 4           | Original | 24          | Original | 44          | Original |
| 5           | Original | 25          | Original | 45          | Original |
| 6           | Original | 26          | Original | 46          | Original |
| 7           | Original | 27          | Original | 47          | Original |
| 8           | Original | 28          | Original | 48          | Original |
| 9           | Original | 29          | Original | 49          | Original |
| 10          | Original | 30          | Original | 50          | Original |
| 11          | Original | 31          | Original | 51          | Original |
| 12          | Original | 32          | Original | 52          | Original |
| 13          | Original | 33          | Original | 53          | Original |
| 14          | Original | 34          | Original | 54          | Original |
| 15          | Original | 35          | Original | 55          | Original |
| 16          | Original | 36          | Original | 56          | Original |
| 17          | Original | 37          | Original | 57          | Original |
| 18          | Original | 38          | Original | 58          | Original |
| 19          | Original | 39          | Original |             |          |
| 20          | Original | 40          | Original |             |          |

\*- indicates pages included in this filing

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Budget PrePay, Inc. d/b/a Budget Phone  
1325 Barksdale Blvd.  
Bossier City, Louisiana 71111

COMPETTIVE ACCESS PROVIDER SERVICES TARIFF

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TABLE OF CONTENTS

CHECK SHEET..... 2  
TABLE OF CONTENTS..... 3  
SYMBOLS..... 4  
RATE SHEET FORMAT ..... 5  
SECTION 1 – DEFINITIONS..... 6  
SECTION 2 - RULES AND REGULATIONS ..... 11  
SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE ..... 42  
SECTION 4 - SWITCHED ACCESS SERVICE ..... 44  
SECTION 5 - SWITCHED ACCESS RATES ..... 47  
SECTION 6 - LOCAL TRAFFIC EXCHANGE AND TERMINATION ..... 53  
SECTION 7 - CONTRACTS AND INDIVIDUAL CASE BASIS ARRANGEMENTS..... 54  
SECTION 8 - MISCELLANEOUS SERVICES ..... 55

---

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SYMBOLS

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

- D Delete or discontinue.
- I Change resulting in an increase to a customer's bill.
- M Moved from another rate sheet location.
- N New.
- R Change resulting in a reduction to a customer's bill.
- T Change in text or regulation but no change in rate or charge.

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**COMPETTITIVE ACCESS PROVIDER SERVICES TARIFF**

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**RATE SHEET FORMAT**

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

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

**C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:

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

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

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**SECTION 1 - DEFINITIONS**

Certain terms used generally throughout this rate sheet for the Access Services of this Company are defined below.

Access Code: A uniform seven digit code assigned by the Company to an individual Customer. The seven digit code has the form 950-XXXX or 101XXXX.

Access Service: Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request (ASR): The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem: An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

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

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

Co-Carrier: Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

Commission: The Idaho Public Utilities Commission.

Common Channel Signaling (CCS): A high-speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

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SECTION 1 - DEFINITIONS, (Cont'd.)

Company: Budget PrePay, Inc. d/b/a Budget Phone, or Budget Phone, issuer of this rate sheet

Constructive Order: Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes a Constructive Order of switched access by the Customer.

Customer: The person, firm, corporation or other entity which orders Service and is responsible for the payment of charges and for compliance with the Company's rate sheet regulations. The Customer could be an interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

8XX Data Base Access Service: The term "8XX Data Base Access Service" denotes a toll-free originating Trunkside Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used.

End User: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

Entrance Facility: A trunk facility connecting the Customer's point of presence with the local switching center.

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

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

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.

Inter-MTA Traffic - Wireless traffic originating on the network of a CMRS provider within one MTA and terminating to the Company's end-user subscribers in another MTA.

Intra-MTA Traffic - Wireless traffic originating on the network of a CMRS provider within a MTA and terminating to the Company's end-user subscribers in the same MTA.

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SECTION 1 - DEFINITIONS, (Cont'd.)

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

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.

Line Information Data Base (LIDB) : The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

Local Access: The connection between a Customer's premises and a point of presence of the Exchange Carrier.

Local Switching Center: The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Local Traffic: Traffic is "Local Traffic" under this rate sheet is: (i) the call originates and terminates in the same exchange area; or (ii) the call originates and terminates within different Budget Phone Exchanges that share a common mandatory local calling area, e.g., a mandatory Extended Local Calling Service (ELCS) or Extended Area Service areas (EAS) or other like types of mandatory local calling scopes.

Meet Point: A point of interconnection that is not an end office or tandem.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective rate sheet.

Mobile Telephone Switching Office: Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's Network.

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SECTION 1 - DEFINITIONS, (Cont'd.)

Mutual Traffic Exchange: A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in kind" for terminating local exchange traffic on the other's network.

Network Services: The Company's telecommunications Access Services offered on the Company's Network.

Non-Recurring Charges: The one-time initial 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.

Off-Hook: The active condition of Switched Access or a telephone exchange service line.

Optional Expanded Area Service Traffic (OEAS): Optional service found in large urban areas financed by separate charge on end users that elect service as defined by a tariff approved by the Commission.

On-Hook: The idle condition of switched access or a telephone exchange service line.

Out of Band Signaling: An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

Point of Presence: Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

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**SECTION 1 - DEFINITIONS, (Cont'd.)**

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

Service Order: The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this rate sheet.

Service(s): The Company's telecommunications Access Services offered on the Company's Network.

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7): The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this rate sheet.

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

Wireless Provider: Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

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COMPETTIVE ACCESS PROVIDER SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of Budget PrePay, Inc.**

**2.1.1 Scope**

Budget Phone's services offered pursuant to this Rate Sheet are furnished for Switched Access Service. Budget Phone may offer these services over its own or resold facilities.

Budget Phone installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Rate Sheet. Budget Phone may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Budget Phone network. The Customer shall be responsible for all charges due for such service agreement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

**2.1.2 Shortage of Equipment or Facilities**

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- B. The furnishing of service under this rate sheet is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's 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.
- C. The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Budget PrePay, Inc. (Cont'd.)

2.1.3 Terms and Conditions

- A. 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 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this rate sheet, a month is considered to have 30 days.
- B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or originating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.
- C. 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 2.1.3.D below.
- D. 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.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Budget PrePay, Inc. (Cont'd.)

2.1.4 Liability of the Company

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to 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.
  
- B. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this rate sheet, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Budget PrePay, Inc. (Cont'd.)

2.1.4 Liability of the Company (cont'd.)

- C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion 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 of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.
  
- D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Budget PrePay, Inc. (Cont'd.)

2.1.4 Liability of the Company (cont'd.)

- E. 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.
- F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, 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, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.
- G. The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees' of the Company.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Budget PrePay, Inc. (Cont'd.)

2.1.4 Liability of the Company (cont'd.)

- H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this rate sheet, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this rate sheet.
  
- I. The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this rate sheet including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this rate sheet.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Budget PrePay, Inc. (Cont'd.)

2.1.4 Liability of the Company (cont'd.)

- J. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- K. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.
- L. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer-provided systems, equipment, facilities or service which are interconnected with Company services.

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## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

## 2.1 Undertaking of Budget PrePay, Inc. (Cont'd.)

2.1.4 Liability of the Company (cont'd.)

- M. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or 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, locations or use of service furnished by the Company at such locations.
- N. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

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COMPETTIVE ACCESS PROVIDER SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Budget PrePay, Inc. (Cont'd.)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities within its control 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 Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable, notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Budget PrePay, Inc. (Cont'd.)

2.1.6 Provisions of Equipment and Facilities

- A. 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 rate sheet. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain facilities and equipment 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 or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Budget PrePay, Inc. (Cont'd.)

2.1.6 Provisions of Equipment and Facilities (cont'd.)

- F. 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 rate sheet, the responsibility of the Company shall be limited to the furnishing of facilities offered under this rate sheet and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:
1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
  2. the reception of signals by Customer-provided equipment; or
  3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- G. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.
- H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

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**COMPETITIVE ACCESS PROVIDER SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.1 Undertaking of Budget PrePay, Inc. (Cont'd.)****2.1.7 Non-routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual 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.

**2.1.8 Special Construction**

Subject to the arrangement of the Company and to all of the regulations contained in this rate sheet, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

- A. where facilities are not presently available and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. where facilities are requested in a quantity greater than that which the Company would normally construct;
- E. where installation is on an expedited basis;

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Budget PrePay, Inc. (Cont'd.)

2.1.8 Special Construction (cont'd.)

- F. on a temporary basis until permanent facilities are available;
- G. installation involving abnormal costs; or
- H. in advance of its normal construction schedules.

Special construction charges for Switched Access Service will be determined on an individual use basis.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this rate sheet remains in the Company, its agents, contractors or suppliers.

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this rate sheet;
- 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 Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in 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 Customer Premises, 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 Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C above. Any costs associated with 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 owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 The Customer shall be responsible for (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 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 obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises 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; and
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from 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;
- 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 manner not contemplated by the agreement between the Customer and the Company.

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## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

## 2.3 Obligations of the Customer (Cont'd.)

2.3.3 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

- A. Originating Access: Originating access minutes is only traffic originating from the Company Local Switching Center(s). The Customer should provide the Company with a projected PIU factor on a quarterly basis.

If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

- B. Terminating Access: For Feature Group D Switched Access Service(s), the Customer should provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Sections 2.3.3.D below.

If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

- C. Except where the Company measured access minutes are used as set forth above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.3 Obligations of the Customer (Cont'd.)

2.3.3 Jurisdictional Reporting (cont'd.)

- D. Effective on the first of January, April, July and October of each year the Customer should update its interstate and intrastate jurisdictional report. The Customer should forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in 2.3.3A and 2.3.3B above.
- E. Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request.

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**COMPETITIVE ACCESS PROVIDER SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.3 Obligations of the Customer (Cont'd.)****2.3.3 Jurisdictional Reporting (cont'd.)**

(cont'd.)

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, as its own expense, has the right to retain an independent auditing firm.

**2.4 Customer Equipment and Channels****2.4.1 General**

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

**2.4.2 Station Equipment**

- A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. 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. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; 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 afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.2 Station Equipment (cont'd.)

- B. 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.

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Access 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 tariffs of the other communications carriers which are applicable to such connections.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.4 Inspections

- A. Upon reasonable notification of the Customer, and at reasonable times, 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 2.4.2.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- B. 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.

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

A. Taxes

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements (Cont'd.)

2.5.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- (A) Non-recurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- (B) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- (C) When service does not begin on the first day of the billing period, or end of the last day of the billing period, 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 thirty (30) days.
- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements (Cont'd.)

2.5.2 Billing and Collection of Charges (Cont'd)

- (E) If any portion of the payment is not received by the Company within 30 days of receipt of this bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- (F) The Customer should notify the Company of any complaints and/or billing disputes on an invoice at:

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If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules and procedure.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements (Cont'd.)

2.5.3 Refusal and Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. 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, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any Liability.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements (Cont'd.)

2.5.3 Refusal and Discontinuance of Service (cont'd.)

- E. Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B above, the Company, 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 rate sheet, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.
- F. The Company may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:
  - 1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.3.F.1.(a-e), if
    - (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or
    - (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements (Cont'd.)

2.5.3 Refusal and Discontinuance of Service (cont'd.)

F. (cont'd)

1. (cont'd)

- (c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.3.A above; or
- (d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or
- (e) The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the rate sheet charges for the service by:
  - I. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this rate sheet, or
  - II. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
  - III. By delivering calls to or accepting calls from the Company's End User locations over Company switched local exchange services; or
  - IV. Continuing to have Company End Users presubscribed to the Customer; or
  - V. Any other Fraudulent means or devices; or

2. Upon ten (10) days' written notice to the Customer of any sum thirty (30) days past due;

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements (Cont'd.)

2.5.3 Refusal and Discontinuance of Service (cont'd.)

F. (cont'd)

3. Upon ten (10) days' written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.3.A, above; or
4. Seven (7) days after sending the Customer written notice of noncompliance with any provision of this rate sheet if the noncompliance is not corrected within that seven (7) day period. The 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 up to the time of discontinuance.

G. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.5.4 Cancellation of Application for Service

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 net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the company that would have been chargeable to the Customer had service begun.

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

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

**2.6 Allowances for Interruptions in Service**

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this rate sheet by, the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to the Company.

A Service Outage ends when the affected circuit and/or associated Company equipment is fully operational in accordance with the technical specifications.

Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which the Company is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (v) inability to gain access to the IXC's equipment; and (vii) due to mutually agreed upon maintenance and repair.

Credit Allowances received by the Company from the LEC for Off-Net facility outages which affects the IXC's Switched Services will be passed through to the IXC in the form of a credit on the next invoice.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.6 Allowances for Interruptions in Service, (Cont'd.)

2.6.1 Limitations on Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this rate sheet 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;
- 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. interruption of service due to circumstances or causes beyond the control of the Company.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.7 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

**2.8 Notices and Communications**

- 2.8.1 Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes an order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes an order of switched access by the Customer. In these cases, an invoice will be the first communication from the Company to the Customer. In other instances a Service Order may be used.
- 2.8.2 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 the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.8.3 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 the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.
- 2.8.4 All notices or other communications required to be given pursuant to this rate sheet shall be in writing. 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.
- 2.8.5 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.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

**2.9 Meet Point Billing**

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth below. The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

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SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE

**3.1 General**

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched Access Service, as defined in this rate sheet. These charges are in addition to other applicable charges set forth in other sections of this rate sheet.

**3.1.1 Ordering Conditions**

Customer may order switched access through a Constructive Order, as defined herein, or through an ASR.

The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

**3.1.2 Minimum Period of Service**

The minimum period for which Access Service is provided and for which charges are applicable is one month.

A. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

1. A change in the identity of the Customer of record; or
2. A move by the Customer to a different building.

B. When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equivalent to 50,000 billed minutes of use for the applicable service.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

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## SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd.)

## 3.2 Miscellaneous Charges

|   |                                |
|---|--------------------------------|
| Customer Requested Due Date Change <sup>1,2</sup>                         | \$50, per order                |
| Customer Requested Expedite <sup>2</sup>                                  | \$250, per location, per order |
| Cancellation<br>(after 3 business days from order placement) <sup>2</sup> | Full NRCs + \$250, per order   |
| Design Change, DS0/DS1 <sup>2</sup>                                       | \$150, per circuit             |
| Design Change, DS3 and higher <sup>2</sup>                                | \$300, per circuit             |
| Administrative Processing <sup>2</sup>                                    | \$25, per order                |

<sup>1</sup> Company Due Date Change Policy - No due date change accepted at or after four (4) days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.

<sup>2</sup> For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs.

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SECTION 4 - SWITCHED ACCESS SERVICE

**4.1 General**

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises to a Customer's Premises, and to terminate calls from a Customer's Premises to an End User's Premises.

Switched Access Service is available when originating or terminating calls from or to an end user which subscribes to the Company's Local Exchange Services.

Rates and charges are set forth in Section 5. The application of rates for Switched Access Service is described in Section 5.

**4.2 Provision and Description of Switched Access Service Arrangements**

**4.2.1 Feature Group Access**

FG Access is provisioned at the DS-1 level and provides trunk-side access to Local Switching Center switches, for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).

All traffic is routed to and from the Company's local switching center via the Customer's tandem provider or via end office trucking, where available. Delivery of calls to, or acceptance of calls from, the Company's End User locations over Company-switched local exchange services shall constitute an agreement by the Customer to purchase switched access services as described herein. The Company reserves the right to require the Customer to submit an ASR for switched access.

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SECTION 4 - SWITCHED ACCESS SERVICE, (Cont'd.)

4.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)

4.2.2 Manner of Provision

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality.

4.2.3 Call Types

The following Switched Access Service call types are available:

- A. Originating FG Access
- B. Originating 800 FG Access
- C. Terminating FG Access

4.2.4 Originating FG Access

The access code for FG Access switching is a uniform access code of the form 1+ or 011+ or 101XXXX. For 101XXXX dialing a single access code will be the assigned number of all FG Access provided to the Customer by the Company. When the access code is used, FG Access switching also provides for dialing the digit 0 for access to the Customer's operator service, 911 for access to emergency service, and/or the end of dialing digit (#) for cut-through access to the Customer's premises. The Company will provide originating FG access consistent with dialing parity obligations.

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SECTION 4 - SWITCHED ACCESS SERVICE, (Cont'd.)

4.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)

4.2.5 Originating 800 FG Access

800 Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an End User, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed.

4.2.6 Terminating FG Access

FG Access, when used in the terminating direction, may only be used to access end users who are subscribing to the Company's Local Exchange Services. Calls in the terminating direction will not be completed to 950-0XXX or 950-1XXX access codes, local operator assistance (0- and 0+), Directory Assistance, (411 or 555-1212) service codes 611 and 911 and 101XXXX access codes.

4.3 Reports and Testing

4.3.1 Design Layout Report: At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

4.3.2 Acceptance Testing: At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling.

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SECTION 5 - SWITCHED ACCESS RATES

5.1 General

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services:

There are three types of rates and charges that apply to Switched Access Service:

- Non-Recurring Charges: One-time charges that apply for a specific work activity.
- Recurring Charges: Fixed charges apply each month and depend on the number and type of facilities in place.
- Usage Charges: Charges that are applied on a per access minute basis. Usage rates are accumulated over a monthly period.

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SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

5.2 Rate Categories

5.2.1 There are several rate categories which apply to Switched Access Service:

- Blended Carrier Switched Access Originating
- Blended Carrier Switched Access Terminating
- Toll-Free 8XX Data Base Access Service

The Company provides originating and terminating switched access service through a single blended rate based on aggregate traffic volumes from the following cost categories:

Common Line

The Common Line cost category establishes the charges related to the use of Company-provided end user common lines by customers and end users for interstate access.

Switched Transport

The Switched Transport cost category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications.

End Office Switching

The End Office Switching cost category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

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SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

5.2 Rate Categories, (Cont'd.)

5.2.2 Toll-Free 8XX Data Base Query

The Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base.

5.2.3 Optional Features

Other optional features may be available on an Individual Case Basis (ICB).

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SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

**5.3 Billing of Access Minutes**

When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's Local Switching Center - (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

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1325 Barksdale Blvd.  
Bossier City, Louisiana 71111

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SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

5.4 Rates and Charges

5.4.1 Blended Carrier Switched Access

|             |             |
|-------------|-------------|
| Originating | \$0.0443980 |
| Terminating | \$0.0443980 |

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SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

5.4 Rates and Charges, (Cont'd.)

5.4.2 Toll-Free 8XX Data Base Query

Per Query \$0.0041

5.4.3 Switched Access Optional Features

*All Optional Features are offered on an Individual Case Basis (ICB).*

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**SECTION 6 - LOCAL TRAFFIC EXCHANGE AND TERMINATION**

**6.1 General**

This section establishes the methodology for the exchange and termination of local traffic for carriers that do not have an interconnection agreement with the Company.

**6.2 Ordering Conditions**

The Customer may order switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

**6.3 Reciprocal Compensation Traffic**

6.3.1 Reciprocal Compensation shall not apply to: Interstate or intrastate exchange access; Internet traffic, Toll traffic, including calls originated on a 1+ presubscription basis, or casual dialed 10XXX/10XXXX basis; Optional Extended Area Service traffic; Tandem Transit Traffic; or traffic that is not subject to Reciprocal Compensation under Section 251(b)(5) of the 1996 Telecommunications Act.

6.3.2 The Carrier Common Line element shall not apply to Reciprocal Compensation Arrangements.

6.3.3 The Local Switching element shall apply to Reciprocal Compensation Arrangements.

6.3.4 The Tandem Switching and Common Transport elements will apply to Reciprocal Compensation arrangements depending on whether the traffic is routed through a tandem or directly to an end office switch. The Common Transport element does not apply to traffic delivered over direct trunks to an end office where the ONP has ordered Expanded Interconnection Service at a Company end office switch or the Company has obtained similar interconnection at an ONP location.

6.3.5 The Company will pay transport charges for traffic that it terminates on a cellular carrier's network until such time as that carrier interconnects, through its own facilities or a third carrier's facilities, directly to a Company end office.

6.3.6 The Company and Other Network Provider will measure, on a monthly basis, the originating and terminating local usage on their respective networks. The net difference in minutes will be calculated and billed by either the Company or the ONP having the remaining balance in minutes, based on the reciprocal compensation rates herein.

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**SECTION 7 - CONTRACTS AND INDIVIDUAL CASE BASIS ARRANGEMENTS**

**7.1 Contracts**

The Company may provide any of the services offered under this rate sheet, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this rate sheet do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings which may be offered by the Company from time to time.

**7.2 Individual Case Basis Arrangements**

Arrangements will be developed on an individual case basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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SECTION 8 - MISCELLANEOUS SERVICES

**8.1 Wireless Termination Service**

This tariff applies to intraMTA traffic originated by a Commercial Mobile Radio Service (CMRS) provider and terminated to end-user subscribers of the Company (i.e., wireless to wireline traffic) without the direct interconnection of the CMRS provider's and the Company's networks and where the CMRS provider is physically connected with and delivers traffic to a third party ILEC(s) which in turn delivers the traffic to the Company.

- 8.1.1 This service is provided to Commercial Mobile Radio Service (CMRS) providers licensed by the Federal Communications Commission (FCC).
- 8.1.2 Wireless Termination Service is limited to wireless-to-wireline traffic that originates and terminates within the same Major Trading Area (MTA) (i.e., intraMTA traffic). The Major Trading Area as defined in 47 C.F.R. paragraph 24-102 of the FCC Rules and Regulations.
- 8.1.3 Wireless Termination Service is not available to wireless-to-wireline traffic that originates and terminates in two different MTAs (i.e., interMTA traffic). In those situations where a CMRS provider terminates interMTA traffic to the end-user subscribers of the Company then the rates, terms and conditions of the appropriate access tariff of the Company (either intrastate or interstate) will apply.
- 8.1.4 These Regulations and Rates are in addition to the Regulations, Rate and Charges in other Company tariffs.

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SECTION 8 - MISCELLANEOUS SERVICES, (CONT'D.)

8.1 Wireless Termination Service, (cont'd.)

- 8.1.5 This tariff applies except as otherwise provided in 1) an interconnection agreement between the CMRS provider and the Company approved by the Commission pursuant to the Act; or 2) a terminating traffic agreement between the CMRS provider and the Company approved by the Commission.
- 8.1.6 The Company shall issue a bill to the CMRS provider based on the best information available to the Company including, but not limited to, records of terminating traffic created by the Company at its end office or tandem switch. If possible, the CMRS provider will provide to the Company billing records in standard industry formats regarding calls it originates that terminate on the Company's network. Records will be provided at an individual call detail record, if possible, with sufficient information to identify the specific date and time of the call, the call duration, and the originating and terminating numbers. If a CMRS provider is unable to provide billing records of the calls that it originates to the Company, the Company may use usage reports and/or records generated by a third party ILEC whose network is used to transit the traffic as the basis for billing the CMRS provider. If the CMRS provider is unable to provide billing records, the CMRS provider will have the responsibility of providing, on a quarterly basis (or as otherwise agreed to by the Company), a report to the Company providing the percentage of the CMRS provider's traffic terminated to the Company that is intraMTA or interMTA traffic. The report will also detail what percentage of the interMTA traffic is intrastate and what percentage is interstate. Such reports shall be based on studies of actual traffic originated by the CMRS provider and terminated to the Company.

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**SECTION 8 - MISCELLANEOUS SERVICES, (CONT'D.)****8.1 Wireless Termination Service, (cont'd.)**

- 8.1.7 Reports regarding the percentages of intraMTA or interMTA traffic (and the intrastate or interstate jurisdiction of interMTA traffic) shall be based on a reasonable traffic study conducted by the CMRS providers and available to the Company upon request. Such studies shall be conducted no less frequently than once each quarter to ensure that the CMRS provider is using an accurate intraMTA/interMTA percentage. The CMRS provider shall pay the Company for all charges in accordance with the rates set forth in this tariff. Such payments are to be received within thirty (30) days from the effective date of the billing statement. The CMRS provider shall pay a late charge on any undisputed charges which are not paid within the thirty (30) day period. The rate of the late charge shall be the lesser of 1.5% per month or the maximum amount allowed by law. The CMRS provider shall pay the Company the reasonable amount of the Company's expenses related to collection of overdue bills, such amounts to include reasonable attorney fees. The CMRS provider will be responsible for the accuracy and quality of its data as submitted to the Company. Upon reasonable written notice, the Company or its authorized representative shall have the right to conduct a review and verification of the CMRS provider to give assurances of compliance with the provisions of this tariff. This includes on-site verification reviews at the CMRS provider's or vendor locations. The review may consist of an examination and verification of data involving records, systems, procedures and other information related to the traffic originated by the CMRS provider and terminated to the Company. The CMRS provider will provide the Company with reasonable access to such information as is necessary to determine amounts payable under this tariff.
- 8.1.8 If the CMRS provider fails to comply with any of the terms and conditions of this tariff, including any payments to be made by it on the dates and times herein specified, the Company, may on five (5) day's written notice by Certified U.S. Mail to the CMRS provider, refuse additional applications for service and/or refuse to complete any pending orders for service by the non-complying CMRS provider at any time thereafter, or may discontinue the provision of the services to the non-complying CMRS provider at any time thereafter. In the case of such discontinuance, all applicable tariff charges shall become due. If the Company is unable to effectuate discontinuance of service at its own office it may request the assistance of other LECs with whom the Company's network is connected.

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SECTION 8 - MISCELLANEOUS SERVICES, (CONT'D.)

8.1 Wireless Termination Service, (cont'd.)

8.1.9 Rates and Charges

Rates for termination of IntraMTA Traffic (per MOU):

\$0.0443980

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