

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	2nd Revised*	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	1 st Revised	48	Original
9	1 st Revised*	28.1	Original	49	Original
10	Original	28.2	Original	50	Original
11	Original	28.3	Original	51	1 st Revised*
12	Original	29	1 st Revised	52	Original
13	1 st Revised*	30	Original	53	Original
14	1 st Revised*	31	1 st Revised*	54	Original
15	1 st Revised*	32	1 st Revised*	55	1 st Revised*
16	1 st Revised*	33	1 st Revised*	56	1 st Revised*
17	Original	34	Original	57	1 st Revised*
18	Original	35	Original	58	1 st Revised*
19	Original	36	Original		
20	Original	37	1 st Revised*		
		38	Original		
		39	Original		
		40	Original		

*- indicates pages included in this filing

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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.

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

Operating Company Number (OCN): A code used in the telephone industry to identify a telephone company.

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.

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).

M
N
N

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

2.1 Undertaking of Metropolitan Telecommunications of Idaho, 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; criminal actions; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties. T

- 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 Carriers. T

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

2.1 Undertaking of Metropolitan Telecommunications of Idaho, 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 or due to the unauthorized use of services from Customer premises.
- 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 Carriers shall be deemed to be agents or employees' of the Company.

T
T

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

2.1 Undertaking of Metropolitan Telecommunications of Idaho, Inc. (Cont'd.)

2.1.4 Liability of the Company (cont'd.)

- H. The Company shall be indemnified, defended and held harmless by the End-User against any claim, loss or damage arising from End-User's or others 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; patent infringement claims arising from combining or using the service offered by the Company with facilities or equipment furnished by the End-User or others; or all other claims arising out of any act or omission of the End-User or others, in connection with any service provided by the Company pursuant to this tariff.

- I. The Company shall be indemnified, defended and held harmless by the Carrier against any claim, loss or damage arising from the Carrier's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the Carrier's own communications; patent infringement claims arising from the Carrier's combining or using the service offered by the Company with facilities or equipment furnished by the Carrier or another Carrier; or all other claims arising out of any act or omission of the Carrier in connection with any service provided pursuant to this tariff.

T

T

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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 service furnished to the Customer, or the Customer's agents, End Users or customers. All charges due by the Customer are payable to the Company. Any objections to billed charges must be reported promptly to the Company.

T
|
|
T

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.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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.

- (B) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided. 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.

D
D

T

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

2.5 Payment Arrangements (Cont'd.)

2.5.2 Billing and Collection of Charges (Cont'd)

- (E) Customer bills for telephone service are due within 25 days of the invoice date. A customer is in default unless payment is made on or before the due date. If payment is not received by the customer's next billing date, a late payment charge of the greater of \$5.00 or 1.5% per month will be applied to all amounts previously billed under this Tariff, excluding current charges but including arrears and unpaid late payment charges.

In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, and awarded by a Court of Law having competent jurisdiction, the Customer shall reimburse the Company for all such fees and expenses reasonably incurred. Such collection fees are separate and distinct from late payment charges.

- (F) The Customer should notify the Company of any complaints and/or billing disputes on an invoice at:

Metropolitan Telecommunications of Idaho, Inc.
55 Water Street, 31st Floor
New York, New York 10041
(877) 638-8351

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 Commission may be contacted at:

Idaho Public Utilities Commission
P O Box 83720
Boise, Idaho 83720-0074
(800) 432-0369

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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 company will make an attempt to contact the customer personally prior to disconnecting service for non-payment. 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.

T
|
T

D
|
|
D

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.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

5.4 Rates and Charges

5.4.1 Blended Carrier Switched Access

Territory	Qwest	Frontier	T
OCN	<u>5103, 5162</u>	<u>4321</u>	T
Originating	\$0.0443980	\$0.0443980	
Terminating	\$0.0235440	\$0.0231950	R

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

D
|
|
|
|
|
D

Issued: May 4, 2012
Issued by:

Andoni Economou, Vice President
Metropolitan Telecommunications of Idaho, Inc.
55 Water Street – Floor 31
New York, New York 10041

Effective: July 1, 2012

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING
July 1, 2012
Boise, Idaho