

Case No.:
MAE-T-04-01

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IDAHO PUBLIC
UTILITIES COMMISSION

APPLICATION FOR CERTIFICATION

I Proposed Services

Matraex, Inc. plans to provide voice and data connectivity solutions to our customers. We will provide combined centralized PBX and data (internet) services to primarily business customers over point to point T1 and Fractional T1 circuits. We will also provide individual phone and data circuits to businesses and residences although this will not be a priority in marketing. We currently provide web hosting and server collocation services at our data center rack located from within Solutions Pro (a large ISP in Boise). We plan to terminate our lines at this location, and then use our existing infrastructure to provide services from this location. We do not have any current plans to build any data facilities in the future.

We will market our services as a turnkey phone and data provider with managed PBX services via direct sales and "billboard" advertising. We will also market our services to existing customers.

Our current customers receive IT solution implementation consulting and services. We have been providing web hosting and programming services in Idaho for 6 years and we will market to our existing customer base to as our first method of introducing our services. Matraex, Inc is privately held S-Corporation and does not have any other owners nor does it own any other companies.

II Form of Business

1. Matraex, Inc, is located in Eagle Idaho and is an S-Corporation
 - a. Matraex, Inc. will be providing phone and data services to the customers.
 - b. Matraex, Inc. was incorporated in Idaho
 - c. The principle address of Matraex, Inc. is
 - i. 2319 E Halsey
Eagle, Idaho
83616
 - d. A certified copy of Articles of Incorporation for Matraex, Inc. can be found in attachment 1, immediately following this application.
2. Michael Blood is the 100% shareholder of the corporation and has all voting rights in the company

Michael Blood 2319 E Halsey Eagle, Idaho 83616	2000	100%	100%
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3. Michael Blood (listed above) is the President
 - a. 2319 E Halsey
Eagle, Idaho
83616
4. No other company, corporation or organization has any management of ownership of this company.
5. No other subsidiaries are named or owned.

III Telecommunication Service

1. We would like to begin service on December 1 2004
2. We will have two classes of customers: Business and Residential.

- a. We will offer 2 services to our business customers. Even though these services are separate we will be bundling them and providing a turnkey solution to quickly and affordably add services.
 - i. Telephone services, we will offer telephone services to our business customers. These services will include Plain old telephone service, T1 telephony and managed PBX solutions. Our goal with these solutions is to offer small businesses low cost alternatives to proprietary PBX solutions.
 - ii. Data Services, we will offer dedicated, reliable and routed internet access via leased lines. We plan to specifically market and provide Value added services configuring and managing VPN connections.
- b. We will offer the same business services to residential customers. We will be offering connections to residences as part of the business packages so that VPN connections and telecommuting are available to employees of the business.

IV Service Territory

1. We will be providing service in the Greater Boise area and the surrounding areas. We will be expanding our services to include Canyon, Owyhee, Boise, Elmore and surrounding counties:

Westcom LLC DBA Digital Easy Chair
Big Sky Telecom, Inc
Electric Lightwave, Inc.

2. We will be providing both resold and facilities based services. Initially we will be offering Business Multiline Data and Telephone Services optionally including hosted PBX services from our facilities. All other services will be resold until the point where we can bring the other services into our facilities as well.
3. We are likely to compete with each of the CLECs listed in the PUC utilities document under the CLEC section at <http://www.puc.state.id.us/FILEROOM/UTILITIES.pdf>. To name a few that we are familiar with and whom we have spoken with in the past.
4. We own T1 Multiplexers, T1 Cards, CSU/DSU units with FXO and FXS ports. We also own Routers and switches for handling Data Internet connectivity. We also own several Intel based servers. We can provide POTS, Hosted PBX, Data and VoIP Services, Web hosting and other hosting services. Our goal it to provide a "one stop shop" for a business for all of their Connectivity needs (Telephone, Internet, Website, eMail

V Financial Information 1. Current detailed balance sheets, including a detailed income and profit and loss statements of Matraex, Inc. reflecting current and prior year balances for the twelve months ended as of the date of the balance sheet can be found in attachment 2, immediately following this application.

VI "Illustrative" Tariff Filings
Tariff Filing can be found in attachment 3 immediately following this application.

VII Customer Contacts

1. Consumer inquiries and complaints from the public can be made to Matraex, Inc. as follows:
 - a. By mail, at Matraex, Inc. 2319 E Halsey Dr. Eagle, ID 83616,
 - b. by the web at www.matraex.com,
 - c. by email at support@matraex.com,
 - d. or by telephone, toll-free, at 1-800-363-9729.
2. The Commission Staff should contact Michael Blood for resolving complaints, inquiries and matters concerning rates and price lists or tariffs as follows:
 - a. By mail, at Matraex, Inc. 2319 E Halsey Dr. Eagle, ID 83616,
 - b. by the web at www.matraex.com,
 - c. by email at support@matraex.com,

d. or by telephone, toll-free, at 1-800-363-9729

VIII Interconnection Agreements

1. Matraex, Inc. has entered Interconnection negotiations with Qwest Corporation

Steve Dea
Wholesale - Interconnection Agreements
1801 California Street, Rm 2420
Denver, CO 80202
303-965-3029
steve.dea@qwest.com

IX Compliance with Commission Rules

Matraex, Inc. has reviewed all of the Commission rules and agrees to comply with them.

X Escrow Account or Security Bond

1. Matraex, Inc. does not require advance deposits by its customers, and therefore does not need an escrow account or security bond.
2. Matraex, Inc. understands that, at the Commission's discretion, an additional deposit may be required to keep customers whole in case of company default; and that the Commission will review the individual requirement of establishing an escrow or security account by Matraex, Inc. upon good showing by Matraex, Inc. for a period of two years.

Attachment 1

Certified Articles of Incorporation

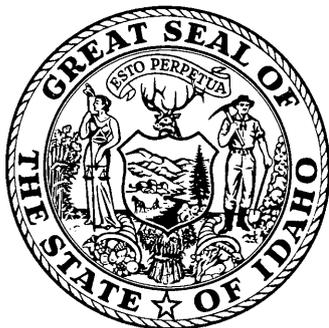
State of Idaho

Office of the Secretary of State

I, BEN YSURSA, Secretary of State of the State of Idaho, hereby certify that I am the custodian of the corporation records of this State.

I FURTHER CERTIFY That the annexed is a full, true and complete duplicate of articles of incorporation of **MATRAEX, INC.**, an Idaho corporation, received and filed in this office on 28 March 2001, under file number C 138352 , including all amendments filed thereto, as appears of record in this office as of this date.

Dated: 13 September 2004



Ben Yursa

SECRETARY OF STATE

By *Supriya Hollaway*

Attachment 2

Financial Statements

- Balance Sheet as of 10/24/2004
- Profit and Loss statement for year ending 10/24/2004
- Profit and Loss statement for year ending 10/24/2003

5:31 PM
10/24/04
Cash Basis

Matraex, Inc.
Balance Sheet
As of October 24, 2004

	Oct 24, 04
ASSETS	
Current Assets	
Checking/Savings	
First Regional Bank	3,851.60
Washington Mutual	8,319.56
Total Checking/Savings	12,171.16
Other Current Assets	
Software	1,357.05
Total Other Current Assets	1,357.05
Total Current Assets	13,528.21
Fixed Assets	
Buildings and Other Depreciable	
Accumulated Depreciation	-38,269.00
Hardware	
Computer Accessories	5,416.68
Laptop	2,747.46
Memory	822.65
Monitors	1,679.92
Servers	33,877.53
Workstations	4,011.43
Hardware - Other	314.99
Total Hardware	48,870.66
Network Equipment	188.99
Office Furniture	2,524.24
PDA	199.00
Telephone - Hardware	390.14
Total Buildings and Other Depreciable	13,904.03
Total Fixed Assets	13,904.03
Other Assets	
PBX Equipment	1,105.58
Total Other Assets	1,105.58
TOTAL ASSETS	28,537.82
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Direct Deposit Liabilities	38.00
Payroll Liabilities	-306.85
Total Other Current Liabilities	-268.85
Total Current Liabilities	-268.85
Total Liabilities	-268.85
Equity	
Distribution	-141,723.49
Opening Bal Equity	141.94
Owner's Equity Deposit	2,879.06
Retained Earnings	118,309.80
Net Income	49,199.36
Total Equity	28,806.67
TOTAL LIABILITIES & EQUITY	28,537.82

11:25 AM
10/26/04
Cash Basis

Matraex, Inc.
Profit & Loss
October 25, 2003 through October 24, 2004

	<u>Oct 25, '03 - Oct 24, 04</u>
Income	
Accounting Income	
Quickbooks Consulting	220.00
Accounting Income - Other	150.00
	<hr/>
Total Accounting Income	370.00
Consulting Income	54,748.11
Hosting Income	
Hosting Monthly Charges	600.00
Hosting Income - Other	15,959.24
	<hr/>
Total Hosting Income	16,559.24
Merchant	11,944.27
Programming Income	
Cold Fusion Development	2,555.34
Programming Income - Other	2,643.50
	<hr/>
Total Programming Income	5,198.84
Uncategorized Income	38,785.82
	<hr/>
Total Income	127,606.28
Expense	
Advertising	1,330.88
Automobile	
Gasoline	42.63
	<hr/>
Total Automobile	42.63
Bank Service Charges	90.00
Colocation - Web Hosting	15,600.00
Computer Books	91.04
Computer Hardware	173.22
Computer Software	645.95
Contract Labor	650.00
Domains	245.37
Dues and Subs	491.50
Insurance	
Medical	1,386.80
Workers Compensation	224.00
	<hr/>
Total Insurance	1,610.80
Legal	8,650.82
Meals and Entertainment	569.30
Merchant Fees	632.60
Miscellaneous	335.08
Office Expense	
Supplies	367.70
	<hr/>
Total Office Expense	367.70
Outside Services	600.00
Parking	17.00
Payroll Expenses	39,575.00
Petty Cash	40.00
Postage	103.90
Reimburseables	-509.80
SSL Certificates	884.00
Taxes	
Personal Property Tax	768.38
Taxes - Other	40.73
	<hr/>
Total Taxes	809.11

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Cash Basis

Matraex, Inc.
Profit & Loss
October 25, 2003 through October 24, 2004

	<u>Oct 25, '03 - Oct 24, 04</u>
Telephone - Service	
Cell phone	1,311.01
Land line	642.73
Total Telephone - Service	<u>1,953.74</u>
Total Expense	<u>74,999.84</u>
Net Income	<u><u>52,606.44</u></u>

11:24 AM
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Cash Basis

Matraex, Inc.
Profit & Loss
October 25, 2002 through October 24, 2003

	<u>Oct 25, '02 - Oct 24, 03</u>
Income	
Accounting Income	
Quickbooks Consulting	2,420.00
Total Accounting Income	2,420.00
Consulting Income	
AB Positive	2,337.50
Paychecks for Life	240.00
Consulting Income - Other	117,863.73
Total Consulting Income	120,441.23
Hosting Income	
Hosting Monthly Charges	2,143.18
IPs and Domains	1,225.00
Hosting Income - Other	11,732.59
Total Hosting Income	15,100.77
Merchant	3,302.58
Merchant Acct. Income	
Merchant Set Up	200.00
Total Merchant Acct. Income	200.00
MLM Income	1,132.80
Programming Income	
Cold Fusion Development	16,477.28
Programming Income - Other	10,154.97
Total Programming Income	26,632.25
Uncategorized Income	6,232.90
Total Income	175,462.53
Expense	
Advertising	1,145.45
Automobile	
Gasoline	71.98
Total Automobile	71.98
Bank Service Charges	17.50
Cable	1,481.53
Colocation - Web Hosting	20,586.88
Computer Books	190.23
Computer Hardware	290.51
Computer Repairs	2,063.00
Computer Repairs & Maintenance	389.92
Computer Software	337.93
Connectivity	
Dial-Up Internet Access	70.62
DSL	417.77
Total Connectivity	488.39
Contract Labor	2,986.78
Depreciation Expense	32,423.00
Domains	455.14
Dues and Subs	288.54
Gifts	480.35
Insurance	
Medical	2,229.16
Workers Compensation	325.00
Total Insurance	2,554.16

11:24 AM
10/26/04
Cash Basis

Matraex, Inc.
Profit & Loss
October 25, 2002 through October 24, 2003

	<u>Oct 25, '02 - Oct 24, 03</u>
Income	
Accounting Income	
Quickbooks Consulting	2,420.00
Total Accounting Income	<u>2,420.00</u>
Consulting Income	
AB Positive	2,337.50
Paychecks for Life	240.00
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Dues and Subs	288.54
Gifts	480.35
Insurance	
Medical	2,229.16
Workers Compensation	325.00
Total Insurance	<u>2,554.16</u>

Attachment 3

Illustrative Tariff Filing

Matraex, Inc
Schedule of
**GENERAL REGULATIONS FOR EXCHANGE
SERVICES**
Applying to the Local Exchange
Services and Facilities of this Company
in the State of Idaho

Check Sheet

Current Sheets in the price list are as follows

Sheet	Revisions
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original

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Matraex, Inc.
Boise, Idaho
Local Exchange Services Tariff Release 1

APPLICATION OF PRICE LIST

Matraex, Inc (hereinafter "The Company") has been authorized by the Idaho Public Utilities Commission (Idaho PUC) to provide competitive local exchange and interexchange services.

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

SYMBOLS

EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS PRICE LIST

The following symbols shall be used as set out below to describe specific changes made to the original price list.

C	Indicates a changed listing, rule, or condition, which may affect rates or charges
D	Indicates discontinued material, including a listing, rate, rule or condition
I	Indicates an increase
M	Indicates that the material has been relocated to another part of price list schedules with no change in text, rate, rule or condition
N	Indicates new material including listing, rate, rule or condition
R	Indicates a reduction
S	Indicates reissued matter
T	Indicates a change in wording of text, but not a change in rate, rule or condition.

Matraex, Inc.
Boise, Idaho
Local Exchange Services Tariff Release 1

CONTACT INFORMATION

Matraex, Inc
2319 E Halsey St
Eagle, Idaho 83616
clec@matraex.com
Phone: 208.344.1115
Fax: 208.493.3040

Customer Contact - For establishment of service, complaints and inquires regarding service and billing, or reporting or inquiring about network outages or service problems.

Customer Service: 888.363.9729

Maintenance: 888.363.9729

Commission Contact - For complaints, inquiries and matters concerning rates and price lists.

Matters concerning customer service:

Michael Blood
Phone: 208.344.1115
Fax: 208.493.3040 Email: Michael@Matraex.com

Matters concerning tariffs and regulatory affairs:

Michael Blood
President
Phone: 208.344.1115
Fax: 208.493.3040
Email: Michael@Matraex.com

1 DEFINITIONS

The following words and terms when used in this price list shall have the meaning set out by this section.

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

Advance Payment: A payment required before the start of service. 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 Company following implementation of services.

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

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

Application: A request made in writing for telephone or other services.

Authorized User: A person, firm or corporation that is authorized by the Company to be connected to the service of the Customer or joint user.

Automatic Number Identification (ANI): The automatic transmission of a calling party's billing account telephone number to a local exchange Company, interexchange carrier or a third party subscriber. The primary purpose of ANI is for billing of toll calls.

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

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

Company or Name of Company: Matraex, Inc.

Customer or Subscriber: The person, firm or corporation that orders service and is responsible for the payment of charges for that service and for compliance with the Company's regulations related to that service.

Nonlisted Service: A directory listing service wherein a Customer is not listed in the published directory, but is listed in the directory assistance database.

Nonpublished Service: A directory listing service wherein a Customer is not listed in the published directory or in the directory assistance database.

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

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

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless the Customer refuses to accept service because it does not conform to the standards set forth in the Service Order or in this price list, in which case the Service Commencement Date is the date on which the Customer accepts service. The Company and the Customer may agree on a substitute Service Commencement Date.

Service Order: The written order for Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the obligations of the respective parties as set forth therein and pursuant to this price list; except that the duration of the service is calculated from the Service Commencement Date.

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

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

2 REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

2.1.1.1 The Company undertakes to furnish local exchange communications service pursuant to the terms of this price list.

2.1.1.2 The services offered herein may be used for any lawful purpose, except that no services may be resold by Customer without explicit written agreement with the Company.

2.1.1.3 The services the Company offers shall not be used for any unlawful purposes or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.1.1.4 Company 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 any price lists of such other communications carriers.

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

2.2 Shortage of Equipment or Facilities

2.2.1 Company's acceptance of orders for Service is subject to the availability of adequate Company Facilities and equipment

2.2.2 The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary Company Facilities and is limited to the capacity of Company Facilities, as well as facilities Company may obtain from other carriers to furnish Service.

2.3 Selection of Transmission

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

2.4 Notification of Service-Affecting Activities

- b. The Company will provide the Customer with reasonable notification of service-affecting activities that may occur during the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive 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-affecting activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements. Notification to the Customer may not be possible with some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage.

2.5 Provision of Equipment and Facilities

- 2.5.1 The Company shall make a reasonable effort to provide service to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this price list.
- 2.5.2 The Company shall make a reasonable effort to maintain facilities that it furnishes to the Customer. The Customer shall not, and the Customer shall not permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

2.6 Terms and Conditions

- 2.6.1 Service is provided on a minimum term basis of at least one month, using 24-hours per day for each day of the month. For purposes of this price list, a month is considered to have thirty days. All calculations of dates set forth in this price list shall be based on calendar days, unless otherwise specified herein. Company shall reserve to arrange hours availability in a manner requested, negotiated and agreed with the Customer.
- 2.6.2 This price list shall be interpreted and governed by the laws of the State of Idaho and the Rules issued by the Idaho Public Utilities Commission.

2.7 Non-routine Installation and Special Construction

- 2.7.1 **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.
- 2.7.2 **Special Construction**
Subject to the agreement of the Company, special construction of facilities may be undertaken on a reasonable effort basis at the request

of the Customer. Special construction may include that construction undertaken:

- c. where facilities are not presently available;
- d. of a type other than that which the Company would normally utilize in the furnishing of its service;
- e. over a route other than that which the Company would normally utilize in the furnishing of its services;
- f. in a quantity greater than that which the Company would normally utilize in the furnishing of its services;
- g. on an expedited basis;
- h. on a temporary basis until permanent facilities are available;
- i. involving abnormal costs; or
- j. in advance of normal construction.
- k. Special construction will be undertaken at the discretion of the Company consistent with budgetary responsibilities and consideration for the effect on Company's other Customers and contractual responsibilities.

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

2.8 Ownership of Facilities

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

2.9 Rights-of-Way

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

2.10 Liability

NO LIABILITY SHALL ATTACH TO THE COMPANY FOR DAMAGES ARISING FROM ERRORS, MISTAKES, OMISSIONS, INTERRUPTIONS, OR DELAYS OF THE COMPANY, ITS AGENTS, SERVANTS OR EMPLOYEES, IN THE COURSE OF ESTABLISHING, FURNISHING, REARRANGING, MOVING, TERMINATING

OR CHANGING THE SERVICE OR FACILITIES (INCLUDING THE OBTAINING OR FURNISHING OR INFORMATION IN RESPECT THEREOF OR WITH RESPECT TO THE CUSTOMERS OR USERS OF THE SERVICE OR FACILITIES) IN THE ABSENCE OF CROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

2.10.1 Exculpatory Clause

THE INCLUDED EXCULPATORY LANGUAGE DOES NOT CONSTITUTE A DETERMINATION BY THE COMMISSION THAT A LIMITATION OF LIABILITY IMPOSED BY THE COMPANY SHOULD BE UPHOLD 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.

2.11 Indemnification

The Customer shall at all times indemnify, defend, and save the Company harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the Company's performance of its obligations under this Tariff on behalf of the Customer, except in cases of gross negligence or intentional wrongdoing by the Company.

2.12 Conflicts Between Price List and Commission Rules

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

2.13 Allowances for Interruptions in Service

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

2.13.1 Credit for Service Interruptions

A credit allowance will be made when an interruption in service occurs. An interruption in service is considered to exist when the local service quality deteriorates to such an extent that the customer cannot make local calls or cannot receive local calls or cannot use the phone service for voice grade communications because of cross talk, static or other transmission problem.

An interruption period begins when the Customer reports a circuit, service or facility to be interrupted and releases it for testing.

2.13.1.1 The Company must restore service: within sixteen (16) hours after the report of the outage if the customer notifies the telephone company that the service outage creates an emergency; or

2.13.1.2 within 24 hours after the report of the outage if no emergency exists.

2.13.1.3 Outages reported between noon on Saturday and 6:00 p.m. on the following Sunday must be restored within forty-eight (48) hours or by 6:00 p.m. on the following Monday, whichever is sooner.

2.13.1.4 If the Company does not restore service within the times required by this paragraph, the Company will credit the customer's account for an amount equal to the monthly rate for one (1) month of basic local exchange service.

2.13.2 Limitations on Allowances

No credit allowance will be made for:

2.13.2.1 interruptions due to the negligence of the Customer, or noncompliance with, or acts of omission regarding the provisions of this price list by the Customer, authorized user or joint user;

2.13.2.2 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;

2.13.2.3 interruptions of service during a 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; or

2.13.2.4 interruption of service due to circumstances or causes beyond the control of the Company and affecting large groups of customers.

2.14 Obligations of the Customer

2.14.1 The Customer shall provide at no charge, as specified by the Company, any personnel, equipment, space, power, heating and air conditioning needed to operate, and maintain a proper operating environment for the Company's facilities and equipment installed on the Customer's premises

2.14.2 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 herein 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.

2.14.3 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.

2.15 Prohibited Uses

The Customer shall not use or allow the use of the Company's facilities or equipment installed at the Customer's premises for any purpose other than that for which the Company provides it, without the prior written consent of the Company.

2.15.1 Abuse

The abuse of Company Services is prohibited. Abuse includes, but is not limited to, the following activities:

- a. Using service to make calls that might reasonably be expected to frighten, torment, or harass another.
- b. Using service in such a way that it interferes unreasonably with the use of Company services by others.

2.15.2 Fraudulent Use

The fraudulent use or the intended or attempted fraudulent use of service is prohibited and can result in the discontinuance of services as set out by this price list. Fraudulent use consists of using or attempting to use service with the intent to avoid the payment, either in whole or in part, of the price listed charges for the service including but not limited to:

- c. rearranging, tampering with, or making connections not authorized by this price list to any network components used to furnish service; or
- d. using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices, or electronic devices.

2.16 Payments

2.16.1 Customer Obligations

2.16.1.1 The Customer shall pay outstanding charges in full within 15 days of the invoice date. Charges normally will be invoiced in advance, with monthly recurring charges invoiced on or about the first of the month for which the charges apply. Amounts not paid within 25 after the date of the invoice are considered delinquent.

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

2.16.2 Disputed Bills

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

2.16.2.2 In the event a Customer and the Company cannot resolve a billing dispute to their mutual satisfaction, the Customer may contact the Idaho PUC and proceed in accordance with the Idaho PUC's Rules. The address and telephone numbers for the Idaho PUC are:
Idaho Public Utilities Commission
P.O. Box 83720
Boise Idaho 83720-0074
334-0300 (within the local calling area)
1-800-432-0369 (from outside the local calling area)

2.16.3 Payment Arrangements

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

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

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

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

2.16.3.5 A Customer's failure to pay for undisputed MTS charges billed by the Company may result in loss of 0+, 0- and 1+ dialing

access to MTS services until such time as the customer pays the undisputed charges and applicable reconnection charges, if any.

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

2.17 Taxes, Charges, Fees

In addition to the rates and charges described in this price list, the Customer may be responsible for payment of taxes, charges or fees ordered by the Idaho PUC, the Idaho State Legislature, or local and county governments. When the Company is authorized to collect such taxes, charges or fees from the Customer, these taxes, charges and fees will be itemized separately on the Customer's bill.

2.18 Deposits

2.18.1 The Company will not require advance deposits.

2.19 Refusal or Termination of Services

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

- e. the reasons for denial of the service;
- f. actions the applicant may take in order to receive the denied service; and
- g. a statement that the Customer may file an informal or formal complaint concerning denial of the service with the Company or with the Idaho PUC.

2.19.1 Grounds for Refusal to Establish Service

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

- 2.19.1.1 the applicant has an outstanding amount due to the Company for similar utility services and the applicant is unwilling to make acceptable arrangements with the Company for payment;
- 2.19.1.2 a condition exists that, in the Company's judgment, is unsafe or hazardous to the applicant, the general population, or the Company's personnel, agents or facilities;
- 2.19.1.3 the applicant refuses to provide the Company with a deposit after having failed to meet the credit criteria for waiver of deposit requirements;
- 2.19.1.4 the applicant is known to be in violation of the Company's price lists filed with the Commission;
- 2.19.1.5 the applicant fails to furnish such funds, suitable facilities, and/or rights-of-way which have been specified by the

Company as necessary to and a condition for providing service to the applicant; or

2.19.1.6 the applicant has falsified his/her identity for the purpose of obtaining service.

2.19.2 Grounds for Termination with Written Prior Notice

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

2.19.2.1 for nonpayment of any undisputed amounts owing to the Company;

2.19.2.2 for services provided to premises that have been vacated by the Customer;

2.19.2.3 for tampering with the Company's property;

2.19.2.4 for violation of rules, service agreements, or filed price lists;

2.19.2.5 for use of Customer equipment which adversely affects the Company's property, facilities, or service to its other Customers, or upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer, or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair; or

2.19.2.6 for fraudulent obtaining or use of service, including, but not limited to:

- a. providing false information to carrier the Company regarding the Customer's identity, address, creditworthiness, or current or planned use of common communications;
- b. using or attempting to use service by rearranging, tampering with, or making connection to the Company's service where not authorized by this price list;
- c. using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
- d. any other fraudulent means or device.

2.19.3 Without Written Notice to the Customer

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

- 2.19.3.1 Dangerous Condition. A condition immediately dangerous or hazardous to the life, physical safety, or property exists, or it is necessary to prevent a violation of federal, state or local safety or health codes.
 - 2.19.3.2 Ordered to Terminate Service. The Company is ordered to terminate service by any court, the Idaho PUC, or any other duly authorized public authority.
 - 2.19.3.3 Services Obtained Illegally. The services(s) was (were) obtained, diverted or used without the authorization or knowledge of the Company.
 - 2.19.3.4 Customer Unable to be Contacted. The Company has tried diligently to provide reasonable notice to the Customer, but has been unsuccessful in its attempt to contact the Customer.
 - 2.19.3.5 Misrepresentation of Identity. The Customer has misrepresented the Customer's identity for purposes of obtaining telephone service and either does not have or has an inadequate security deposit on file with the Company.
 - 2.19.3.6 for any governmental prohibition, or required alteration of the services provided, or any violation of any applicable law or regulation, or unlawful use of service or use of service for unlawful purposes, the Company may immediately discontinue or suspend service.
- 2.19.4 Notice of Disconnection
- 2.19.4.1 Seven-Day Notice
Except as otherwise provided under the provisions of IDAPA 31.41.01.303.04 and 31.41.01.305, the Company will mail to the Customer written notice of termination at least seven (7) calendar days before the proposed date of termination. The written notice will contain the information required by IDAPA 31.41.01.306.
 - 2.19.4.2 Twenty-Four-Hour Notice
At least twenty-four (24) hours before actual termination, the Company will diligently attempt to contact the Customer affected to apprise the Customer of the proposed action and the steps to take to avoid or delay termination. Oral Notice will contain the same information as required by IDAPA 31.41.01.306.
 - 2.19.4.3 Additional Notice
If the Company does not terminate service within seven (7) days after a proposed termination date, and the matter is not the subject of a pending complaint before the Idaho PUC, or if other arrangements have not been made with the Customer, the Company will again make a diligent effort to contact the Customer to advise the Customer of the proposed action. If the Company has not terminated service within twenty-eight (28) days of mailing a written notice of termination, but still intends

to terminate, the Company will again issue a written notice as set out by subsection 2.19.4.1 of this price list, related to Seven-Day Notice.

2.19.5 Customer Cancellation of Service

If the Customer cancels a service order or terminates service before the completion of the term of service specified in the service order for any reason, the Customer agrees to pay to the Company all costs, fees, and expenses reasonably incurred in connection with special construction and with the term of service. In addition, the Customer may be liable for termination charges up to a maximum amount equal to the total charges applicable for the remaining term specified in the service order.

2.20 Restoration of Service

2.20.1 A reconnection charge shall be imposed on any Customer whose service has been discontinued pursuant to the provisions of Section 2.19 of this price list. The Company reserves the right to refuse to restore service until all amounts due have been paid.

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

2.21 Assignment

The Company may, without obtaining any further consent from the Customer, assign any of its rights, privileges or obligations under this price list to any subsidiary, parent, or affiliate of the Company; pursuant to any sale or transfer of substantially all the business of the Company; or pursuant to any financing, merger or reorganization of the Company. The Customer may, upon prior written consent of the Company, which consent shall not be unreasonably withheld, assign its rights, privileges or obligations under this price list to any subsidiary, parent, or affiliate of the Customer; pursuant to any sale or transfer of substantially all the business of the Customer; or pursuant to any financing, merger or reorganization of the Customer.

2.22 Promotions

The Company may provide promotional offerings from time to time. The Company will notify the Idaho PUC ten (10) days in advance of the rates, terms & conditions of any such promotions.

2.23 E911

The Company will provide necessary Customer information to the incumbent local exchange carrier for appropriate routing of E911 calls. The Company's switches will be equipped with E911 trunks and all E911 traffic will be switched by the Company to the incumbent local exchange carrier for routing.

2.24 Public Notice

The Company shall give public notice of all proposed changes in rates. Public notice must be reasonably designed to call the attention of Customers who are affected by the changes to the proposed changes in rates. Legal advertisements alone will not be considered adequate public notice. Individual notice to all Customers affected will always constitute public notice

3 TELECOMMUNICATIONS SERVICES

3.1 Application for Resale Local Exchange Services

This section contains the regulations and rates applicable to the provision of Resale Local Exchange Services by Electric Lightwave, LLC. The Company will offer Resale Local Exchange Services in the U S WEST Communications, Inc. serving area.

3.2 General

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

- (a) receive calls from other stations on the public switched telecommunications network;
- (b) access other services offered by the Company as set forth in this pricelist;
- (c) access certain interstate and international calling services provided by the Company;
- (d) access the Company's operators and business office for service related assistance;
- (e) access emergency services by dialing 9-1-1; and
- (f) access services provided by other common carriers which purchase the Company's Switched Access Services as provided under the Company's Federal and State price lists, or which maintain other types of traffic exchange arrangements with the Company, or which accept 10XXX, 800 or other casual traffic originated through the Company's Telecommunication Services.

3.3 Termination of Service

The Customer will be billed a Termination Charge under the provisions of the regulations specified in this price list if service is discontinued by the Customer.

3.4 Telecommunication Services Descriptions

3.4.1 Residential

All residential services as may be provided for in the interconnect agreement between ILEC and company and subject to such availability terms and conditions contained therein.

3.4.2 Business Service

All business services as may be provided for in the interconnect agreement between ILEC and company and subject to such availability terms and conditions contained therein.

3.4.3 Lines and Trunks

All business services as may be provided for in the interconnect agreement between ILEC and company and subject to such availability terms and conditions contained therein.

3.4.4 Optional and Vertical features

All business services as may be provided for in the interconnect agreement between ILEC and company and subject to such availability terms and conditions contained therein.

3.4.5 Other

All business services as may be provided for in the interconnect agreement between ILEC and company and subject to such availability terms and conditions contained therein.

3.4.6 Number Services

3.4.6.1 Nonlisted Number Service Description

Nonlisted Service: A directory listing service wherein a Customer is not listed in the published directory, but is listed in the directory assistance database.

3.4.6.2 Nonpublished Number Service Description

Non-Published Service: A directory listing service wherein a Customer is not listed in the published directory or in the directory assistance database.

3.4.6.3 Vanity Numbers Description

Vanity and Premium Numbers: A number which Company has determined to have a unique combination of digits. These numbers are offered to the Customer at a per number quoted rate and is based on availability. These numbers are not portable from the Company.

3.4.7 Idaho Telecommunications Service Assistance Program (ITSAP)

ITSAP consists of two programs, Lifeline and Linkup, that were developed to provide discounted rates for telephone service to low

income customers, thus promoting universal service. The programs are jointly sponsored (federal and state) telephone assistance programs designed to maximize federal contributions to Idaho's low-income customers.

The programs provide reductions in monthly rates for single line telephone service and/or reductions in one-time costs for installation of telephone service for qualifying customers. The program is administered by the Department of Health and Welfare in accordance with Idaho Code, § 56-901.

3.4.7.1 Eligibility - To be eligible for ITSAP, the participant must:

- (a) Apply through the Department of Health and Welfare,
- (b) Be head of household,
- (c) Have a total gross income at or below 133% of the Office of Management and Budgets (OMB) Poverty guidelines.

3.4.7.2 Residents of Tribal Lands may be eligible for additional federal assistance if the individual participates in one of the following federal assistance programs:

3.4.7.3 (a) Bureau of Indian Affairs general assistance

3.4.7.4 (b) Tribally administered Temporary Assistance for Needy Families;

3.4.7.5 (c) Head Start (only those meeting its income qualifying standard);

3.4.7.6 (d) National School Lunch Program's free lunch program.

3.4.7.6.1 Eligibility and qualification determinations will be performed according to the telecommunication provider's federal tariff and/or 47 C.F.R. Part 54.

3.4.7.6.2 Each eligible participating resident of Tribal Lands must provide to its local service provider a signed document certifying under penalty of perjury that the customer receives benefits from at least one of the programs mentioned.

3.4.7.7 Lifeline Discounts – applied to tariffed monthly recurring rates and charges for qualifying residential customers.
Monthly discount (not to exceed the rate charged for the grade of subscribed residential basic local exchange service) \$3.50

3.4.7.8 Additional federal discounts may apply:

3.4.7.9 Tier 1 – Monthly service discount equal to the subscriber line charge \$3.50

3.4.7.10 Tier 2 – Monthly service discount for customers of eligible telecommunications carriers who have received non-federal regulatory approvals \$1.75

3.4.7.11 Tier 3 – Monthly service discount equal to one half of the amount of any state support up to a maximum of \$1.75

3.4.7.12 Tier 4 – Eligible residents of Tribal Lands may be eligible for discounts of up to \$25. This discount may not bring the local residential rate to below \$1.00 per month \$25.00

3.4.7.13 Linkup Discounts – applied to installation of new service, including line extensions, construction of facilities, etc., but shall not apply to customer premises facilities or equipment. A service installation cost reduction of 50% up to \$30.00. For an eligible resident of Tribal Lands, an additional reduction of up to \$70 may be applied to cover 100% of the charges between \$60 and \$130 assessed for initiating telephone service. \$70.00

3.4.7.14 Rules

3.4.7.14.1 Applies to Telecommunication service at the principal residence of the eligible subscriber/head of household.

3.4.7.14.2A household is either an individual living alone or a group of individuals living together in common living quarters and facilities under such domestic arrangements and circumstances as to create a single establishment.

3.4.7.14.3 The eligible participant can receive assistance with telephone service installation costs only once at a residential address. However, if the participant moves to a new address, meets the eligibility criteria and is in good standing with the telephone service provider, there is no limit to the number of times the participant may receive assistance with telephone costs.

3.4.7.14.4 Nonrecurring charges to change to or from this program because of change in eligibility status will be waived.

3.4.7.14.5 Lifeline service is not available for foreign exchange service. Only one line per household will qualify for ITSAP discounts.

3.4.7.14.6 Customers participating in either of these assistance programs must notify the company of any changes that would affect qualification. Verification of eligibility will be established by the Department of Health and Welfare and will be reviewed annually.

3.4.7.14.7 When the customer is no longer eligible, the discount will be discontinued and regular tariff rates and charges will apply.

3.4.7.15 Recovery

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

\$.05/line/month

3.4.8 Idaho USF Surcharges

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

4 RATES AND CHARGES

4.1 Residential

	Non-Recurring Charge	Monthly Recurring Charge
1 st Line	xx.xx	x.xx
Additional Line	xx.xx	x.xx

4.2 Business Service

	Non-Recurring Charge	Monthly Recurring Charge
1 st Line	xx.xx	x.xx
Additional Line	xx.xx	x.xx

4.3 Lines and Trunks

	Non-Recurring Charge	Monthly Recurring Charge
T-1 Line	xxx.xx	xxx.xx

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 Boise, Idaho
 Local Exchange Services Tariff Release 1

4.4 Optional and Vertical features

(a) Residential

	Non-Recurring Charge	Monthly Recurring Charge
Call Waiting	x.xx	x.xx
3 way calling	x.xx	x.xx
Call Return	x.xx	x.xx
Voice mail	x.xx	x.xx
Call Forwarding	x.xx	x.xx
Caller ID	x.xx	x.xx

(b) Business

	Non-Recurring Charge	Monthly Recurring Charge
Call Waiting	x.xx	x.xx
3 way calling	x.xx	x.xx
Call Return	x.xx	x.xx
Voice mail	x.xx	x.xx
Call Forwarding	x.xx	x.xx
Caller ID	x.xx	x.xx
Line Hunt	x.xx	x.xx

4.5 Other

	Non-Recurring Charge	Monthly Recurring Charge
TBD	x.xx	x.xx
Additional Line	xx.xx	x.xx

4.6 Number Services

	Non-Recurring Charge	Monthly Recurring Charge
TBD	x.xx	x.xx

4.7 Miscellaneous Charges

4.7.1 Installation Charges

	Non-Recurring Charge
Installation Charges	x.xx

4.7.2 Changes to Service

	Non-Recurring Charge
Move Charges	x.xx
Change Charges	x.xx

4.8 Overtime Rates

Standard installation and routine maintenance hours are during normal business hours 5 days a week. If the Customer should request after hours, weekend or holiday installation, maintenance or other services

	Non-Recurring Charge
Overtime Rates	x.xx
Holiday Rates	x.xx

4.9 Rate Changes

The Company expressly reserve the right to initiate price list revisions seeking to change the applicable rates under which the Customer has obtained service during any specified service period, unless otherwise agreed upon between the Company and the Customer.

- 4.10 The Customer will be billed for, and is responsible for the amount of any monthly surcharge which a local exchange carrier and/or the Company's underlying carrier(s) may imposed on the Company for any services, or facilities used to provide services to the Customer, including but not limited to surcharges for special access , switch access, and private pay telephone compensation.

4.11 Other Taxes and Surcharges

The Customer will be billed for, and is responsible for payment of any other taxes, surcharges, fees or assessments (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or user of the Company's services.