

RECEIVED

2008 NOV 24 PM 2: 04

IDAHO PUBLIC
UTILITIES COMMISSION

EXHIBIT D

NTM-T-08-02

Illustrative Tariff

NEUTRAL TANDEM-IDAHO, LLC

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO INTERLATA AND INTRALATA COMMUNICATIONS SERVICES
WITHIN THE STATE OF IDAHO

ISSUED:

EFFECTIVE:

ISSUED BY:

NEUTRAL TANDEM-IDAHO, LLC
Richard L. Monto, General Counsel
One South Wacker Drive, Suite 200
Chicago, IL 60606

TABLE OF CONTENTS

	<u>Page</u>
Table of Contents	2
Explanation of Revision Marks	3
Application of Tariff	4
Applicability of Regulations	4
Section 1: Definitions	5
Section 2: General Regulations	14
Section 3: Service Descriptions	50
Section 4: Rates and Charges	77
Section 5: Special Arrangements	83

ISSUED:

EFFECTIVE:

ISSUED BY:

NEUTRAL TANDEM-IDAHO, LLC
Richard L. Monto, General Counsel
One South Wacker Drive, Suite 200
Chicago, IL 60606

EXPLANATION OF REVISION MARKS

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

- | | | |
|---|----|--|
| C | -- | To signify a regulation that has been changed |
| D | -- | To signify a rate or regulation that has been discontinued |
| I | -- | To signify a rate that has been increased |
| M | -- | To signify a move in the location of text |
| N | -- | To signify a new rate or regulation |
| R | -- | To signify a rate that has been reduced |
| S | -- | To signify a matter that has been reissued |
| T | -- | To signify a change in the text that has not affected a change in neither a rate nor a regulation. |

ISSUED:

EFFECTIVE:

ISSUED BY:

NEUTRAL TANDEM-IDAHO, LLC
Richard L. Monto, General Counsel
One South Wacker Drive, Suite 200
Chicago, IL 60606

APPLICATION OF TARIFF

This tariff sets forth the services offerings, rates, terms and conditions applicable to Neutral Tandem-Idaho, LLC's (Telephone Company) furnishing of Idaho, intrastate InterLATA and IntraLATA communications services. This tariff is on file with the Idaho Public Utility Commission, and copies may be inspected during normal business hours at the Commission or the Company's principal place of business, One South Wacker Drive, Suite 200, Chicago IL 60606.

APPLICABILITY OF REGULATIONS

The Regulations contained herein are applicable to all of the Telephone Company's services, unless expressly noted otherwise.

ISSUED:

EFFECTIVE:

ISSUED BY:

NEUTRAL TANDEM-IDAHO, LLC
Richard L. Monto, General Counsel
One South Wacker Drive, Suite 200
Chicago, IL 60606

SECTION 1: DEFINITIONS

Certain terms used herein are defined as follows:

Access Service - transmission or switching services to carriers for the purpose of the origination or termination of telephone Toll Service and does not include 911, 411, 976, 311, 611, 500, 950, Directory Assistance, 0+ local, and O+ operator services. Customer for Access Service is the Terminating Carrier, except if the Originating Carrier routes Off-Net traffic to the Telephone Company, then Access Services charges will be applied to the Originating Carrier.

Act - means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 State. 56 (1996) codified throughout 47 U.S.C., and as interpreted by Applicable Law

Alternate Access Tandem - an access tandem owned by a party other than the Telephone Company.

Alternate Transit Tandem - a transit tandem owned by a party other than the Telephone Company

Answer/Disconnect Supervision - the transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the customer's point of termination as an indication that the called party has answered or disconnected.

Automatic Number Identification (ANI) - a multi-frequency signaling Common Switching Optional Feature that provides the automatic transmission of a seven or ten digit number and information digits to the customer's premises for call originating in the LATA, to identify the calling station.

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

Business Day - the times of day that a company is open for business. Generally, in the business community, these are 8:00 or 9:00 A.M. to 5:00 or 6:00 P.M., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week. However, Business Day hours for the Telephone Company may vary based on company policy and location.

Busy Hour Minutes of Capacity (BHMC) - the customer specified maximum amount of Access Service and/or Transit Service minutes the customer expects to be handled in a designated switch during any hour in an 8:00 A.M. to 11:00 P.M. period for the service ordered. This customer furnished BHMC quantity is the input data the Telephone Company uses to determine the number of transmission paths for the service ordered.

ISSUED:

EFFECTIVE:

ISSUED BY:

NEUTRAL TANDEM-IDAHO, LLC
Richard L. Monto, General Counsel
One South Wacker Drive, Suite 200
Chicago, IL 60606

SECTION 1: DEFINITIONS

Call – an end user attempt for which the complete address code (e.g. 10 digits) is provided to the serving dial tone office.

Call Classification – Call Classification is the classification of traffic as Access Service or as Transit Service.

Calling Party Number (CPN) - means a Signaling System 7 "SS7" parameter whereby the ten (10) digit number of the calling party is forwarded from the End Office.

Carrier (or Common Carrier) - any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in communication by wire or radio.

Carrier Identification Code - a numeric code currently used for routing traffic and billing purposes.

Central Office - a local switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks.

Central Office Code - the first three digits (NXX) of the seven-digit telephone number assigned to an end user's Telephone Exchange Service.

Channel(s) - an electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two or more points of termination.

Channelize - the process of multiplexing-demultiplexing wider bandwidth or higher speed channels into narrower bandwidth or lower speed channels.

Commission - The Idaho Public Utility Commission.

Common Channel Signaling Network - a digital data network carrying signaling, routing, and control information which interfaces with the voice/data network.

Communications System - channels and other facilities which are capable of communications between terminal equipment provided by other than the Telephone Company.

Company - Neutral Tandem-Idaho, LLC

Customer(s) - any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or any other entity which subscribes to the services offered under this tariff.

ISSUED:

EFFECTIVE:

ISSUED BY:

NEUTRAL TANDEM-IDAHO, LLC
Richard L. Monto, General Counsel
One South Wacker Drive, Suite 200
Chicago, IL 60606

SECTION 1: DEFINITIONS

Decibel - a unit used to express relative difference in power, usually between acoustic or electric signals, equal to ten (10) times the common logarithm of the ratio of two signal powers.

Dedicated Transport – Direct-trunked transport provided between the customer's facility and a Telephone Company facility, hub, or tandem.

End Office Switch - a local switching system where customer station loops are terminated for purposes of interconnection to trunks.

End User - any customer of a telecommunications service that is not a carrier.

Entrance Facility - A Transport facility that provides dedicated transport from the customer's point of termination to the Telephone Company's facility.

Entry Switch - See First Point of Switching.

Exchange - a unit generally smaller than a Market Service Area, established by the local service provider for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. One or more designated exchanges comprise a given Market Service Area.

First-Come, First-Served - a procedure followed when the first service order received will be the first service order processed.

First Point of Switching - the first Telephone Company location at which switching occurs on the terminating path of a call proceeding from the customer premises to the terminating switch.

Grandfathered - Services ordered under the provisions of this tariff and which are considered grandfathered and no longer available to new customers.

Host Office - an electronic switching system which provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems.

ISSUED:**EFFECTIVE:****ISSUED BY:**

NEUTRAL TANDEM-IDAHO, LLC
Richard L. Monto, General Counsel
One South Wacker Drive, Suite 200
Chicago, IL 60606

SECTION 1: DEFINITIONS

Immediately Available Funds - a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and Certificates of Deposit.

Individual Case Basis (ICB) - a condition in which the regulations, (if applicable) rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each case.

Interconnected Carrier (IC) or Interconnected Common Carrier - any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate communication by wire or radio connected to the Telephone Company.

Interstate Communications - both interstate and foreign communications.

Interexchange Carrier (IXC) – Toll Service provider.

Intrastate Communications - any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved. Intrastate communication can be intraLATA or InterLATA in nature, with intraLATA calls being between two parties located within the same LATA and intrastate, interLATA calls being between two users in different LATAs in the state.

Line Information Data Base (LIDB) - a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB contains records associated with End User line numbers and special billing numbers. LIDB accepts queries from other network elements and provides return result, return error, and return reject responses as appropriate. Examples of information that stored in LIDB and in its Line Records are: ABS validation data, originating line number screening (OLNS) data, ZIP Code data, and calling name information.

Line Record - means information in LIDB and/or the LIDB administrative system that is specific to a single telephone number or billing number.

Line-Side Connection - a connection of a transmission path to the line side of a local exchange switching system.

ISSUED:**EFFECTIVE:****ISSUED BY:**NEUTRAL TANDEM-IDAHO, LLC
Richard L. Monto, General Counsel
One South Wacker Drive, Suite 200
Chicago, IL 60606

SECTION 1: DEFINITIONS

Local Access and Transport Area (LATA) - a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes. In Illinois, Metropolitan Statistical Area (MSA) is the term used to define a LATA.

Local Calling Area - a geographical area, as defined in the incumbent telephone company's local exchange service tariff, in which an end user may complete a call without incurring Toll charges.

Local Exchange Routing Guide (LERG) - is the industry reporting tool used to provision the appropriate NPA NXXs in networks.

Major Fraction Thereof - is any period of time in excess of 1/2 of the stated amount of time. As an example, in considering a period of one hour, a major fraction of one hour would be 31 minutes. Therefore, if a given service is interrupted for one hour and 31 minutes, the customer would be given a credit for two hours. For one hour and 30 minutes or less, the customer would be given credit for one hour.

Meet-Point Billing (MPB) - refers to the billing associated with interconnection of facilities between two or more local carriers for the routing of traffic to and from an interexchange carrier with which one of the local carriers does not have a direct connection. In a multi-bill environment, each local carrier bills the appropriate tariffed rate for its portion of a jointly provided Access Service

Message - a "Call" as defined preceding.

Minutes of Use (MOUs) - the number of minutes for which a customer is billed in relation to any usage-sensitive service element provided by the Telephone Company.

Mixed Access and Transit Service - Both Transit and Access Services provided over a single facility.

Mobile Switching Center (MSC) - is the location of the switch in a cellular telephone network used by a Commercial Mobile Radio Services (CMRS) provider in performing, inter alia, terminating and originating functions for calls to and from a CMRS provider's end user.

ISSUED:**EFFECTIVE:****ISSUED BY:**NEUTRAL TANDEM-IDAHO, LLC
Richard L. Monto, General Counsel
One South Wacker Drive, Suite 200
Chicago, IL 60606

SECTION 1: DEFINITIONS

Network Control Signaling - the transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charge signals), address signaling (e.g., dialing), calling and called number identifications, rate of flow, service selection error control and audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of the telecommunications system.

Network Interface - the point of interconnection between Telephone Company communications facilities and terminal equipment, protective apparatus or wiring at a customer's premises or point of interconnection. The network interface or demarcation point shall be located on the subscriber's side of the telephone company's protector, or the equivalent thereof in cases where a protector is not employed, as provided under the Telephone Company's reasonable and nondiscriminatory standard operating practices.

Non-Authorized Traffic - traffic that is not defined as Transit and Access traffic, including 911, 411, 976, 311, 611, 500, 950, Directory Assistance, 0+ local, and O+ operator services.

North American Numbering Plan (NANP) - a three-digit area (Numbering Plan Area) code and a seven-digit telephone number made up of a three-digit Central Office code plus a four-digit station number.

Off-hook - the active condition of Switched Access or a Transit Service line.

On-hook - the idle condition of Switched Access or a Transit Service line.

Off-Net - A Transit or Access call that is not an On-Net call.

On-Net - A Transit or Access call that can be terminated to an Interconnected Common Carrier and therefore not routed to an Alternate Access or Transit Tandem.

Operating Company Number (OCN) - a four place alphanumeric code (NNXX), assigned by NECA, that identifies providers of telecommunications services. A separate code is required for each state in which a company provides facility based telecommunication services.

Originating Carrier - The carrier originating a call from an End User.

Originating Direction - the origination of calls from an End User premises.

Originating Point Code - a field within a signaling message that identifies the originating network signaling node.

ISSUED:**EFFECTIVE:****ISSUED BY:**

NEUTRAL TANDEM-IDAHO, LLC
Richard L. Monto, General Counsel
One South Wacker Drive, Suite 200
Chicago, IL 60606

SECTION 1: DEFINITIONS

Percentage for Interstate Use (PIU) - Interstate jurisdictional use of a service as reported by the customer. This percentage is stated as a whole number percentage that is the customer's best estimate of the percentage of the total use of the service that will be interstate in nature.

Percentage of Intrastate IntraLATA Use (PIIU) - Intrastate intraLATA versus intrastate interLATA jurisdictional use of a service as reported by the customer. This percentage is stated as a whole number percentage which is the customer's best estimate of the percentage of the total use of the intrastate service that will be intrastate intraLATA in nature.

Point of Termination - the point of demarcation within a customer-designated premises or point of interconnection at which the Telephone Company's responsibility for the provision of service ends.

Premises - a building, a portion of a building in a multi-tenant building or buildings on continuous property not separated by a public thoroughfare.

Route Miles - are the total of cable sheath feet shown in the Telephone Company's location records from the demarcation point at the customer's premises to the serving wire center. This total footage is divided by 5,280 feet and then shown out two decimal places and rounded to the next higher quarter route mile. This is for per quarter route mile billing.

Service Code - an SS7 parameter that allows individual calls to be identified and routed based on specific service characteristics.

Service Interface - is that point of termination where all tariffed technical/physical parameters are defined. The Service Interface is located at the Network Interface or may be extended at the customer's request.

Signaling System Seven (SS7) - the layered protocol used for standardized Common Channel Signaling in the United States.

Special Order - an order for a non-tariffed service or an order for special terms for tariffed service.

ISSUED:**EFFECTIVE:****ISSUED BY:**NEUTRAL TANDEM-IDAHO, LLC
Richard L. Monto, General Counsel
One South Wacker Drive, Suite 200
Chicago, IL 60606

SECTION 1: DEFINITIONS

Tandem - a Telephone Company switching system that provides a concentration and distribution function for Access Service and Transit Service traffic between Interconnected Common Carriers.

Tandem Service – Access and Transit Service.

Tandem Switch - a local Telephone Company switching unit by which local transit or access telephonic communications are switched to and from Interconnected Common Carriers' switches.

Tandem-Switched Transport - Switched Transport provided between the customer's switch and the tandem or between the tandem and switches connected to the tandem. Tandem-Switched Transport is switched at a tandem switch. Tandem-Switched Transport consists of both circuits and portions of circuits dedicated to the use of a customer between their switch and the tandem and circuits used in common by many customers.

Tandem-Switched Transport Facility - A transport facility used for Tandem-Switched Transport.

Telephone Company – Neutral Tandem-Idaho, LLC.

Terminating Carrier – The carrier terminating a call to an End User.

Terminating Direction - the completion of calls to an End User premises.

Toll Service or Long Distance - is as defined in the Act.

Transit Service – Transit Service means the transmission and delivery, via the Telephone Company Tandem, of all traffic governed by Section 251(b)(5) of the Telecommunications Act of 1996, as well as ISP-Bound Traffic, IntraLATA Toll Traffic (not delivered via IXC), CMRS IntraMTA Traffic and/or 800 IntraLATA Toll Traffic. A Transit rate element applies to all MOUs transitted over the Telephone Company network. The originating Interconnected Carrier is responsible for payment of the appropriate rates unless otherwise specified. Transit Service does not include 911, 411, 976, 311, 611, 500, 950, Directory Assistance, 0+ local, and 0+ operator services.

ISSUED:

EFFECTIVE:

ISSUED BY:

NEUTRAL TANDEM-IDAHO, LLC
Richard L. Monto, General Counsel
One South Wacker Drive, Suite 200
Chicago, IL 60606

SECTION 1: DEFINITIONS

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

Trunk Group - a set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

Trunk Side Connection - the connection of a transmission path to the trunk side of a local exchange switching system.

V and H Coordinates Method - a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

ISSUED:

EFFECTIVE:

ISSUED BY:

NEUTRAL TANDEM-IDAHO, LLC
Richard L. Monto, General Counsel
One South Wacker Drive, Suite 200
Chicago, IL 60606

SECTION 2: GENERAL REGULATIONS

2.1 Undertaking of the Telephone Company

2.1.1 Scope

- (A) The Telephone Company shall be responsible only for the installation, operation and maintenance of the services which it provides.
- (B) The Telephone Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.
- (D) Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this tariff.
- (E) The Telephone Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.

2.1.2 Limitations

- (A) The customer may not assign or transfer the use of services provided under this tariff; however, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:
 - (1) another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability, if any, applicable to such services, if any; or
 - (2) a court appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

ISSUED:

EFFECTIVE:

ISSUED BY:

NEUTRAL TANDEM-IDAHO, LLC
Richard L. Monto, General Counsel
One South Wacker Drive, Suite 200
Chicago, IL 60606

SECTION 2: GENERAL REGULATIONS

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.2 Limitations (Cont'd)

- (B) In all cases of assignment or transfer, the written acknowledgment of the Telephone Company is required prior to such assignment or transfer which acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.
- (C) The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.
- (D) The regulations for the installation and restoration of Telecommunications Service Priority (TSP) system services shall be subject to the Federal Communications Commission's Rules and Regulations.
- (E) Subject to compliance with the rules mentioned in (D) preceding, the services offered herein will be provided to customers on a first-come, first-served basis.

2.1.3 Liability

- (A) The Telephone Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a customer, or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of (B) through (J) following, the Telephone Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this tariff as a Credit Allowance for a Service Interruption.

ISSUED:

EFFECTIVE:

ISSUED BY:

NEUTRAL TANDEM-IDAHO, LLC
Richard L. Monto, General Counsel
One South Wacker Drive, Suite 200
Chicago, IL 60606

SECTION 2: GENERAL REGULATIONS

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.3 Liability (Cont'd)

- (B) The Telephone Company shall not be liable for:
- (1) Any act or omission of any other carrier or customer providing a portion of a service;
 - (2) Any intentional, wrongful act of a Telephone Company employee when such act is not within the scope of the employee's responsibilities for the Telephone Company and/or is not authorized by the Telephone Company;
 - (3) Any representations made by Telephone Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
 - (4) Any noncompletion of calls due to network busy conditions; and
 - (5) Any calls not actually attempted to be completed during any period that service is unavailable.
- (C) The Telephone Company is not liable for damages to the customer premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Telephone Company's negligence.
- (D) The Telephone Company shall be indemnified, defended 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 tariff, involving:
- (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's own communications;
 - (2) Claims for patent infringement arising from the end user's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or Interconnected Carrier ("IC") or;
 - (3) All other claims arising out of any act or omission of the end user in the course of using services provided pursuant to this tariff.

ISSUED:

EFFECTIVE:

ISSUED BY:

NEUTRAL TANDEM-IDAHO, LLC
Richard L. Monto, General Counsel
One South Wacker Drive, Suite 200
Chicago, IL 60606

SECTION 2: GENERAL REGULATIONS

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.3 Liability (Cont'd)

- (E) The Telephone Company shall be indemnified, defended and held harmless by the IC against any claim, loss or damage arising from the IC's use of services offered under this tariff, involving:
- (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the IC's own communications;
 - (2) Claims for patent infringement arising from the IC's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or IC or;
 - (3) All other claims arising out of any act or omission of the IC in the course of using services provided pursuant to this tariff.
- (F) The Telephone Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Telephone Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to such customer's use of services so provided.
- (G) No license under patents (other than the limited license to use) is granted by the Telephone Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Telephone Company will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this tariff and will indemnify such customer for any damages awarded based solely on such claims.
- (H) The Telephone Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotion, criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in 2.4.4. following.

ISSUED:

EFFECTIVE:

ISSUED BY:

NEUTRAL TANDEM-IDAHO, LLC
Richard L. Monto, General Counsel
One South Wacker Drive, Suite 200
Chicago, IL 60606

SECTION 2: GENERAL REGULATIONS

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.3 Liability (Cont'd)

- (I) The Telephone Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Telephone Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- (J) Except as otherwise stated in this Tariff, any claim of whatever nature against the Telephone Company shall be deemed conclusively to have been waived unless presented in writing to the Telephone Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- (K) NEITHER TELEPHONE COMPANY NOR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR ASSIGNS, SHALL BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, INCLUDING THEIR OWN CUSTOMERS OR END USERS, FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS OR ANY OTHER PECUNIARY LOSS, ARISING IN ANY WAY OUT OF OR UNDER THIS TARIFF OR RELATED AGREEMENT, WHETHER IN TORT, CONTRACT OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CARRIER'S AND ITS SUBCONTRACTORS LIABILITY TO CUSTOMER AND ITS CUSTOMERS OR END USERS ARISING OUT OF OR UNDER THIS TARIFF OR RELATED AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER TO CARRIER IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE TIME THAT THE EVENT RESULTING IN LIABILITY OCCURS.

ISSUED:

EFFECTIVE:

ISSUED BY:

NEUTRAL TANDEM-IDAHO, LLC
Richard L. Monto, General Counsel
One South Wacker Drive, Suite 200
Chicago, IL 60606

SECTION 2: GENERAL REGULATIONS

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.3 Liability (Cont'd)

- (L) **DISCLAIMER OF WARRANTIES. TELEPHONE COMPANY MAKES NO WARRANTY TO CUSTOMER, OR TO ITS OWN CUSTOMERS, END USERS, OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES OR RESULTS, TITLE, NONINFRINGEMENT, QUIET ENJOYMENT OR QUIET POSSESSION, OR CORRESPONDENCE TO DESCRIPTION WITH RESPECT TO THE SERVICES AND ANYTHING PROVIDED OR USED UNDER, OR AS A RESULT OF, THIS TARIFF OR ANY RELATED AGREEMENT.**

2.1.4 Provision of Services

The Telephone Company, to the extent that such services are or can be made available with reasonable effort, will provide to the customer upon reasonable notice services offered in other applicable sections of this tariff at rates and charges specified therein.

2.1.5 Installation and Termination of Services

The services provided under this tariff will include any entrance cable or drop wiring and wire or intrabuilding network cable to that point where provision is made for termination of the Telephone Company's outside distribution network facilities at a suitable location, and will be installed by the Telephone Company to such point, designated as the Network Interface. Technical parameters of services provided under this tariff shall be measured at a Point of Termination to be referred to as the Service Interface (SI). The Service Interface shall be located at the Network Interface or may be extended at the customer's request. Wire and equipment required to extend Access Service facilities will be provided by the Telephone Company, at the customer's request, on a deregulated basis. This wire and equipment may also be provided by the customer. In either case, the customer shall own the wire and equipment beyond the Network Interface. For some services, Telephone Company provided equipment may be placed at an extended SI, causing the customer owned inside wire to be interpositioned. Standard Access Service has only one Point of Termination (Service Interface) per customer premises. Any additional termination beyond such Point of Termination will be negotiated on a special case basis.

ISSUED:**EFFECTIVE:****ISSUED BY:**

NEUTRAL TANDEM-IDAHO, LLC
Richard L. Monto, General Counsel
One South Wacker Drive, Suite 200
Chicago, IL 60606

SECTION 2: GENERAL REGULATIONS

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.6 Maintenance of Services

The services provided under this tariff shall be maintained by the Telephone Company. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Telephone Company, other than by connection or disconnection to any interface means used, except with the written consent of the Telephone Company. Customer owned inside wire maintenance is the customer's responsibility, but may be maintained by the Telephone Company at the customer's request, on a deregulated basis. When trouble on an Access Service is caused by facilities, equipment or wiring owned by the customer, a charge will apply on a deregulated basis.

2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to F.C.C. Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Telephone Company may, where such action is reasonably required in the operation of its business, (A) substitute, change or rearrange any facilities used in providing service under this tariff, including but not limited to, (1) substitution of different metallic facilities, (2) substitution of carrier or derived facilities for metallic facilities used to provide other than metallic facilities and (3) substitution of metallic facilities for carrier or derived facilities used to provide other than metallic facilities, (B) change minimum protection criteria, (C) change operating or maintenance characteristics of facilities or (D) change operations or procedures of the Telephone Company. The Telephone Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Telephone Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Telephone Company will work cooperatively with the customer to determine reasonable notification requirements.

ISSUED:

EFFECTIVE:

ISSUED BY:

NEUTRAL TANDEM-IDAHO, LLC
Richard L. Monto, General Counsel
One South Wacker Drive, Suite 200
Chicago, IL 60606

