

TITLE SHEET

IDAHO TELECOMMUNICATIONS TARIFF

COMTECH 21, LLC
One Barnes Park South
Wallingford, CT 06492
(203) 679-7000

This tariff contains the descriptions, regulations and rates applicable to the furnishing of service and facilities for telecommunications services provided by COMTECH 21, LLC, with principal offices at One Barnes Park South, Wallingford, CT 06492. This tariff applies for services furnished within the State of Idaho. This tariff is on file with the Idaho Public Utilities Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: August 3, 2000

Effective: September 3, 2000

Issued by Marie Marcarelli, Manager
COMTECH 21, LLC
One Barnes Park South
Wallingford, CT 06492

Idaho Public Utilities Commission
Office of the Secretary
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Boise, Idaho

CHECK SHEET

Sheets 1 through 20 inclusive of this tariff 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 tariff and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>
1	Original
2	Original
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SYMBOLS

The following list of symbols is to be used by all utilities:

- C - T signify changed condition or regulation
- D - To signify discontinued rate, regulation or condition
- I - To signify an increase
- K - To signify that material has been transferred to another sheet or place in the tariff
- M - To signify that material has been transferred from another sheet or place in the tariff
- N - To signify new rate, regulation, condition or sheet
- O - To signify no change
- R - To signify a reduction
- T - To signify a change in text for clarification

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TARIFF FORMAT

- A. **Sheet Numbering** – Sheet numbers appear in the upper-right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** – Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current sheet version on file with the IDPUC. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14. Because of various suspension periods, deferrals, etc. the IDPUC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of coding is subordinate to its next higher level:
- 2.
 - 2.1
 - 2.1.1
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.(a)
 - 2.1.1.A.1(a).1
 - 2.1.1.A.(a).1(I)
 - 2.1.1.A.1.(a).1(I)(I)
- D. **Check Sheets** – When a tariff filing is made with the IDPUC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheet contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the IDPUC.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to a primary carrier's network switching center.

Account Code - An unforced and unverified numerical code which the Customer's User may utilize as an option at additional Company charge to identify the Customer's client for billing purposes and/or to cost allocate calling charges.

Carrier - COMTECH 21, LLC.

Company - COMTECH 21, LLC.

Customer - The person, firm, corporation or other entity which orders and receives COMTECH 21, LLC's service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

Day- From 8:00 a.m. up to but not including 5:00 p.m. local time, Monday through Friday.

Equal Access - The offering of the Customer's local telephone company which enables connection of the Subscriber's switched central office lines to the Primary Carrier network utilized by COMTECH 21, LLC.

Evening - From 5:00 p.m. up to but not including 11:00 p.m. local time, Sunday through Friday.

Holidays - COMTECH 21, LLC recognized holidays are New Year's Day (January 1), President's day (Feb.), Easter Sunday, Memorial Day, Independence Day (July 4), Labor Day (the first Monday in Sept). Thanksgiving Day (the fourth Thursday in November) and Christmas (December 25). The holiday rate applicable is the night/weekend rate, applies for the entire day, and supersedes other rates.

IDPUC - Idaho Public Utilities Commission

LEC - Local exchange carrier, the fundamental (regulated) local (central office) telephone service provider to the Customer.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS (CONTINUED)

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

Postalized - A pricing mechanism offering a flat rate (mileage non-sensitive) per minute.

Primary Carrier - The FCC-authorized carrier's over whose facilities COMTECH 21, LLC's network calls are actually (physically) carried and/or their applicable agents, representatives, resellers, or other intermediaries.

Subscriber - The customer of COMTECH 21, LLC. The customer subscribes to the services of COMTECH 21, LLC by completing an application for the Company's services and by being accepted as a customer of the Company.

User - The calling party utilizing the services of Carrier.

WATS - Wide Area Transmission Service, the generic term for discounted long distance business services.

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SECTION 2 – RULES AND REGULATIONS**2.1 Application of Tariff**

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate Equal Access interexchange services provided by Carrier for telecommunications between points within the State of Idaho. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- A. Carrier may, from time to time, offer various enhanced services and information services within the State of Idaho. Unless required by the IDPUC, such services will not be provided pursuant to contract and will not be governed by this tariff.
- B. Carrier will not offer operator assistance services at this time. The Customer may procure those and other services (e.g. credit cards, incoming call programs, etc.) from the LEC and/or from other carriers or providers.
- 2.1.2 The rates and regulations contained in this tariff apply only to the interexchange services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier. All said lines, facilities, and services are separate and are exclusively the responsibility of the provider and the Customer.

2.2 Use of Services

- 2.2.1 Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.2 Uses of Services (Cont'd)**

- 2.2.3 The Customer's or other user's use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards or other access method is prohibited.
- 2.2.4 Carrier's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 Carrier's service may be denied for nonpayment of charges or for other violations of this tariff.

2.3 Responsibility of the Carrier

- 2.3.1 The Carrier is responsible for processing the prospective Subscriber's application for service and, if the Carrier accepts that application, for working within its manageable limits to engage the Subscriber as a provisioned Customer of the Company.
- 2.3.2 The Carrier is responsible for the processing of call information supplied by the Primary Carrier and for the rendering of monthly invoices to the Customer and for payment of usage of the Primary Carrier's facilities.
- 2.3.3 The Carrier is responsible for providing responses to applicable questions posed by Customer (Customer Service).
- 2.3.4 The Carrier is responsible to adhere to sound business practices and to the rules and regulations of this tariff, of the IDPUC, and of the Federal Communications Commission.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.4 Responsibilities of the Subscriber**

- 2.4.1 The Subscriber is responsible for placing any necessary orders with the Company as it may order them from the LEC, for complying with tariff regulations, and for assuring that users comply with tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided to end-users. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's numbers which are collect, third party, calling card calls, or any other charges billed to the Customer's account by any other entity (charges are passed through by the Carrier).
- 2.4.2 The Subscriber is responsible for charges incurred for special construction and/or special facilities which the Subscriber requests and which are ordered by Carrier on the Subscriber's behalf.
- 2.4.3 The Subscriber shall assume complete responsibility for the ordering and maintenance of LEC Equal Access central office lines and connections and shall hold Carrier harmless from any claims regarding same.
- 2.4.4 The Subscriber is responsible for payment of the charges set forth in this tariff and for payment on receipt of all usage charges billed by the Company as such usage has been identified by the LEC and/or the Primary Carrier, even if that usage as reported by the Company is disputed by the Customer for any purpose or reason whatsoever. See also Section 2.9, Contested Charges. The Customer is responsible for any and all fraudulent usage and associated invoiced charges.
- 2.4.5 The Subscriber is responsible for compliance with the applicable regulations set forth in this tariff.
- 2.4.6 The Subscriber is for, and is required to enforce responsibility by its Users, for proper use, lawful use, and adherence to the acceptable use standards as may be in effort and/or henceforth promulgated by any prevailing regulatory or governmental entity.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.4 Responsibilities of the Subscriber (Cont'd)**

- 2.4.7 In the event of a breakdown, interruption, or delay of the Carrier's services, the Customer is responsible for the expedited inception of the appropriate alternative call dialing activities necessary to obtain service from another carrier(s).

2.5 Liability of Carrier

- 2.5.1 Carrier shall not be liable for any Customer loss or damage sustained by reason of any reason of any failure in or breakdown of facilities associated with the Primary Carrier or LEC or for any interruption or delay of services, whatever shall be the cause of such failure, breakdown, or interruption and whether negligent or otherwise and however long it shall last unless the complete causes of said failure, breakdown, interruption or delay are exclusively attributable to the gross negligence of the Carrier. In no event shall Carrier's liability for any service exceed the incurred and paid usage charges applicable under this tariff to such service, and therein only to said service up to the moment when said failure, breakdown, interruption, or delay was first reported to COMTECH 21, LLC until traffic can be routed over another carrier. See Section 2.4.7.
- 2.5.2 Carrier shall be indemnified and saved harmless by any Subscriber, User or by any other entity against claims for libel, slander or the infringement of copyright arising from the material transmitted over its services and against all other claims arising out any act or omission of a Subscriber or of any other entity in connection with the service provided by Carrier.
- 2.5.3 Carrier is not liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with the services of Carrier.
- 2.5.4 Carrier shall not be liable for any consequential or incidental damages or lost profits or opportunity revenues or for any personal injury, or death of any persons, and for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its services, whatever shall be the cause and whether negligent or otherwise.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.5 Liability of Carrier (Cont'd)**

- 2.5.5 Carrier shall not be liable for and shall be indemnified and held harmless by any subscriber, user or other entity from any and all loss, claims demands, suits, or other action or any liability whatever, whether suffered, made, instituted, or asserted by any subscriber, user or any other entity for any personal injury to, or death of any person or persons, and for any loss damage, defacement or destruction of the premises of any subscriber, user or any other entity or any other property whether owned or controlled by the subscriber, user or others, caused or claimed to have been caused directly or indirectly, by any act or omission of the subscriber, user or others or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of facilities or equipment provided by Carrier which is not the direct result of Carrier's exclusive negligence. No agents or employees of any other entity shall be deemed to be the agents or employees of Carrier.
- 2.5.6 Carrier shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods, electrical or or mechanical outages, or other catastrophes, national emergencies, insurrection, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.
- 2.5.7 Carrier is a separate corporation from the Primary Carrier and other companies which may be involved in the provision of services to a Customer. Carrier is responsible and liable only to the terms set forth above and only for the acts of its own employees.

“The included tariff language does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause”.

2.6 Cancellation or interruption of Services

- 2.6.1 The Customer may cancel service after the minimum 30 day service period upon notice to the Company.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.6 Cancellation or Interruption of Services (Cont'd)**

2.6.2 Without incurring liability, Carrier may discontinue services to a Subscriber or may withhold the provision of ordered or contracted services:

- A. For nonpayment of any sum due Carrier for more than thirty days after issuance of the amount due.
- B. For violation of any of the provisions of this tariff.
- C. By reason of any order or decision of a court, public utility commission or federal regulatory body or other governing authority prohibiting Carrier from furnishing its services.
- D. Carrier may also discontinue service without notice for any of the following reasons:
 - 1. If a Subscriber or User causes or permits any signals or voltages to be transmitted over Carrier's network in such manner as to cause a hazard or to interfere with Carrier's service to others.
 - 2. If a Subscriber or User uses Carrier's services in a manner to violate the law.
- E. In all other circumstances, Carrier will provide the Subscriber with written notice stating the reason for discontinuance, and will allow the Subscriber not less than 10 days from the date of Customer receipt of notice to remove the cause for discontinuance. In cases of non-payment of charges due, the Subscriber will be allowed at least five days, excluding Saturdays, Sundays and holidays, to make full payment of all invoiced charges.

2.6.3 Without incurring liability, Carrier may interrupt the provisions of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Subscriber and Carrier's facilities and may continue such interruption until any items of non-compliance or improper operation so identified are rectified.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.6 Cancellation or Interruption of Services (Cont'd)**

2.6.4 Service may be discontinued by Carrier, without notice to the Subscriber, by blocking traffic to certain counties, cities, or exchanges, or by blocking calls using certain customer authorization codes, when Carrier deems it necessary to take such action to prevent unlawful use of its service. Carrier will restore service as soon as it can be provided without undue risk.

2.7 Billing Arrangements

2.7.1 Unless otherwise arranged in writing by both the Customer and Carrier, the Subscriber shall be obligated to pay all charges as invoiced upon receipt of bill. The Subscriber agrees to pay all charges within 30 days of the date of the invoice. See also Section 2.9, Contested Charges.

2.7.2 All current charges not paid within 30 days of the date on the invoice shall be considered overdue and shall be assessed a 1.5% per month (or part thereof) finance charge. Payments made by the Customer to the Carrier will be credited against the oldest charges outstanding.

2.8 Validation of Credit

Carrier reserves the right to validate the credit-worthiness of Subscribers through bank and trade references and credit card payment history procedures.

2.9 Contested Charges

All bills are presumed accurate, and the responsibility (see Section 2.4.4) for payment of any usage reported by the Primary Carrier as attributed to the Customer shall be absolutely binding on the Subscriber. The Carrier will initiate an investigation of the disputed usage and/or charges. If an objection (contested charges) is received by the Carrier in the case of a billing dispute which cannot be settled with mutual satisfaction between the Subscriber and the Carrier, the Subscriber can take the following course of action within three (3) years of the billing date.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.9 Contested Charges (Cont'd)

2.9.1 First, the Subscriber may request, and the Carrier will provide, an in depth written review of the disputed amount.

2.9.2 Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of the Carrier, the Subscriber may file an appropriate complaint with the Idaho Public Utilities Commission. The address and toll-free telephone number for the Idaho Public Utilities Commission is:

Idaho Public Utilities Commission
P. O. Box 83720
Boise ID 83720-0074
1-800-432-0369

2.10 Billing Entity Conditions

When billing functions on behalf of Carrier or for any other services rendered to the Subscriber are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

2.11 Deposits and Advance Payments

Carrier does not require a deposit or advance payment from the Subscriber.

2.12 Universal Service Fund

A per-minute surcharge is determined by the Commission.

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SECTION 3 – DESCRIPTION OF THE COMTECH 21, LLC SERVICE**3.1 COMTECH 21, LLC Service Offerings**

The Carrier provides outbound, switched, Equal-Access, intrastate resale telecommunications services to small-to-medium sized businesses. The applicable rates for these services are set forth in Section 4 of this tariff.

- 3.1.1 Switched Intrastate Outbound Service. Pre-subscribed flat rate service. All calls are billed in increments of the first six (6) seconds and each six (6) seconds thereafter with rates keyed to the time of day the call is placed. A monthly service of \$10.00 for each location will apply.
- 3.1.2 Switched Intrastate Inbound Service. Pre-subscribed flat rate service. All calls are billed in increments of the first six (6) seconds and each six (6) seconds thereafter with rates keyed to the time of day the call is placed. A monthly service charge of \$10.00 for each location will apply. Any installation charge is waived so long as the Customer uses the Company's services for a minimum of twelve (12) months.
- 3.1.3 Dedicated Intrastate Outbound Service. Switched flat rate 800 service. All calls are billed in increments of one (1) minute with one (1) minute minimum. A monthly service charge of \$10.00 for each location will apply.
- 3.1.4 Dedicated Intrastate Inbound Service. Dedicated flat rate service. All calls are billed in increments of the first thirty (30) seconds and each one (1) second thereafter with rates keyed to the time of day the call is placed. A monthly service charge of \$10.00 for each location may apply. Any installation charge is waived so long as the Customer uses the Company's services for a minimum of twelve (12) months.
- 3.1.5 Travel Card Service. Travel card service is a card issued to Customers which allows them to use COMTECH 21, LLC's telecommunications service when they are away from their home or office telephones.

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SECTION 3 – DESCRIPTION OF THE COMTECH 21, LLC SERVICE**3.2 Timing of Calls**

The Customer's long distance usage charge is based on the actual usage of COMTECH 21, LLC's network. Usage begins when the called party picks up the receiver. When the called party picks up is determined by hardware answer supervision in which the local telephone company send a signal to the Primary Carrier's switch or the Software-utilizing audio tone detection. All call activity billed by COMTECH 21, LLC is hardware answer-supervised and thus constitutes in each case a completed call. A call is terminated when the calling or called party hangs up there shall be no charge for uncompleted calls.

3.3 Billing Increments

The total charge for each completed call consists of two charge elements (except) as otherwise provided herein): initial charge for the first 6 seconds and an additional charge for each 6 seconds or part thereof. The per call charge is calculated as a function of the duration of the initial period (minimum 6 seconds) plus the remaining number (if any) of subsequent periods (6 seconds, or 0.1) multiplied by the appropriate rate per minute (distance and time of day), and the arithmetic product is rounded up to the next cent.

3.4 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V & H Coordinates. Tape and Bell's NECA Tariff No. 4.

FORMULA:

The square
root of:

$$\frac{\sqrt{(V1 - V2)^2 + (H1 - H2)^2}}{10}$$

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SECTION 3 – DESCRIPTION OF THE COMTECH 21, LLC SERVICE

3.5 Minimum Call Completion Rate

A customer can expect a call completion rate (number of calls completed number of calls attempted) of not less than (0% during peak use periods for all FG D services “1+” dialing).

3.6 Directory Assistance

Through capabilities of the network of the Primary Carrier, the Company does offer directory assistance services to its Customer within the allowed areas of termination of its services.

3.7 Account Code Option

An unforced and unverified numerical code which the Customer’s User may utilize as an option at additional Company charge to identify the Customer’s client for billing purposes and/or to cost allocate calling charges.

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SECTION 4 - RATES

This section sets forth the rates and charges applicable to Carrier's Service offering(s).

The total charge for each completed call consists of two charge elements (except as otherwise provided herein): initial charge for the first 6 seconds and an additional charge for each 6 seconds or part thereof. The per call charge is calculated as a function of the duration of the initial period (minimum 6 seconds) plus the remaining number (if any) of subsequent periods (6 seconds, or 0.1) multiplied by the appropriate rate per minute (distance and time of day), and the arithmetic product is rounded up to the next cent.

No COMTECH 21, LLC volume discount applies to intrastate calls.

4.1 Usage Charges

COMTECH 21, LLC Long Distance

State: IDAHO

Switched Intrastate Outbound Service

Per minute 0.1556

Switched Intrastate Inbound Service

Per minute 0.1608

Switched Interstate Outbound Service

Per minute 0.0690

Switched Interstate Inbound Service

Per minute 0.0690

Dedicated Intrastate Outbound Service

Per minute 0.0830

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SECTION 4 - RATES (CONT'D)**Dedicated Intrastate Inbound Service**

Per minute 0.0868

Dedicated Interstate Outbound Service

Per minute 0.0325

Dedicated Interstate Inbound Service

Per minute 0.0325

Calls Charged are calculated per call and rounded up to the nearest whole cent.

4.2 Directory Assistance

Directory assistance calls are charged at \$.55 per inquiry.

4.3 Account Code Option

COMTECH 21, LLC will charge a fee of \$15.00 per month for the account code feature.

4.4.1 Monthly recurring charge - \$2.95

4.4.2 Returned Check Charge - \$20.00

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