

**ESCHELON TELECOM, INC.**  
730 Second Avenue South, Suite 900  
Minneapolis, Minnesota 55402  
612-376-4400  
1-866-ESCHELON  
(1-866-372-4356)

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO COMMUNICATIONS SERVICES WITHIN  
THE STATE OF IDAHO  
IN ACCORDANCE WITH THE RULES AND ORDERS OF THE  
**IDAHO PUBLIC UTILITIES COMMISSION**

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

**Boise, Idaho**

CHECK SHEET

The Sheet Nos. 1 through 71 inclusive in this Price List are effective as of the date shown at the bottom of the respective page(s).

SHEET	REVISION	SHEET	REVISION	SHEET	REVISION
1	Original	31	Original	61	Original
2	First Revised*	32	Original	62	Original
3	Original	33	Original	63	First Revised*
4	Original	34	Original	64	Original
5	Original	35	Original	65	Original
6	Original	36	Original	66	Original
7	Original	37	Original	67	Original
8	Original	38	Original	68	Original
9	Original	39	Original	69	Original
10	Original	40	Original	70	Original
11	Original	41	Original	71	Original
12	Original	42	Original		
13	Original	43	Original		
14	Original	44	Original		
15	Original	45	Original		
16	Original	46	Original		
17	Original	47	Original		
18	Original	48	Original		
19	Original	49	Original		
20	Original	50	Original		
21	Original	51	Original		
22	Original	52	Original		
23	Original	53	Original		
24	Original	54	Original		
25	Original	55	Original		
26	Original	56	Original		
27	Original	57	Original		
28	Original	58	First Revised*		
29	Original	59	Original		
30	Original	60	First Revised*		

\* Indicates sheets included with this filing.

Issued: September 4, 2008  
Effective: October 1, 2008

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

**Idaho Public Utilities Commission**  
**Office of the Secretary**  
**ACCEPTED FOR FILING**  
**October 1, 2008**  
**Boise, Idaho**

TABLE OF CONTENTS

**CHECK SHEET** ..... 2

**TABLE OF CONTENTS** ..... 3

**INITIAL (ANNUAL) NOTICE** ..... 6

**EXPLANATION OF SYMBOLS**..... 7

**PRICE LIST FORMAT** ..... 8

**1.0 DEFINITIONS**..... 9

**2.0 RULES AND REGULATIONS**..... 11

    2.1 UNDERTAKING OF THE COMPANY ..... 11

    2.2 LIMITATIONS OF SERVICE ..... 11

    2.3 APPLICATION FOR SERVICE ..... 13

    2.4 CREDIT POLICY ..... 14

        2.4.1 *Deposit and Guarantee Requirements* ..... 14

        2.4.2 *Credit Limit* ..... 14

    2.5 BILLING AND PAYMENT FOR SERVICES ..... 15

        2.5.1 *Billing and Payment of Charges* ..... 15

        2.5.2 *Taxes and Surcharges* ..... 17

    2.6 CANCELLATION OF SERVICE ..... 18

        2.6.1 *Cancellation of Service by Customer* ..... 18

        2.6.2 *Cancellation or Discontinuance of Service by Company* ..... 18

        2.6.3 *Discontinuance Without Notice* ..... 18

        2.6.4 *Discontinuance With Notice* ..... 19

        2.6.5 *Reconnection Fee* ..... 20

    2.7 LIMITATIONS ON LIABILITY ..... 21

        2.7.1 *Company Liability With Respect to Caller ID Blocking* ..... 25

    2.8 FULL FORCE AND EFFECT ..... 25

    2.9 INTERRUPTIONS IN SERVICE ..... 26

    2.10 EMERGENCY RESTORATION OF SERVICE ..... 28

    2.11 DISPUTED BILLS ..... 28

    2.12 TEMPORARY SERVICE ..... 29

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

NOV 18 2005

Boise, Idaho

TABLE OF CONTENTS, Continued

2.13 SERVICE CONNECTIONS AND FACILITIES ..... 30

    2.13.1 *Provision of Equipment and Facilities* ..... 30

    2.13.2 *Customer Premises* ..... 32

    2.13.3 *Shortage of Equipment or Facilities* ..... 32

    2.13.4 *Interconnection* ..... 33

    2.13.5 *Prohibited Uses* ..... 34

    2.13.6 *Non-Standard Situations* ..... 35

2.14 SERVICES PROVIDED BY OTHER COMMUNICATIONS PROVIDERS ..... 35

2.15 GOVERNMENTAL AUTHORIZATIONS ..... 36

2.16 PROMOTIONS ..... 36

2.17 EFFECTIVE DATE ..... 37

2.18 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS ..... 37

2.19 TERM AND TERMINATION OF SERVICE (CHARGES) ..... 38

3.0 (RESERVED FOR FUTURE USE) ..... 40

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

**Boise, Idaho**

TABLE OF CONTENTS, Continued

**4.0 ESCHELON LONG DISTANCE SERVICES..... 50**

4.1 LONG DISTANCE TERMS AND CONDITIONS ..... 50

4.2 SWITCHED LONG DISTANCE RATE PLANS ..... 52

    4.2.1 *Switched Long Distance Rates*..... 52

4.3 SUMMIT LONG DISTANCE SERVICE ..... 53

    4.3.1 *Summit Long Distance Rates* ..... 53

4.4 INTEGRATED LONG DISTANCE RATE PLAN ..... 54

    4.4.1 *Integrated T1 Long Distance Rates*..... 54

4.5 DEDICATED LONG DISTANCE T1 SERVICE ..... 55

    4.5.1 *Dedicated Long Distance T1 Rates*..... 55

4.6 4 DECIMAL KB PRO FLAT RATE PLANS ..... 57

    4.6.1 *4 Decimal KB Pro Rates*..... 57

4.7 CALLING CARD (TRAVEL CARD) PLANS ..... 58

    4.7.1 *Calling Card Rates* ..... 58

4.9 TOLL FREE SERVICES ..... 60

    4.9.1 *Toll Free Service Features*..... 60

    4.9.2 *Toll Free Rates*..... 61

4.10 ADDITIONAL SERVICES AVAILABLE WITH LONG DISTANCE SERVICES ..... 62

    4.10.1 *Additional Service Features*..... 62

    4.10.2 *Additional Long Distance Service Features Rates*..... 62

4.11 DIRECTORY ASSISTANCE, OPERATOR SERVICES AND SURCHARGE RATES ..... 63

**5.0 (RESERVED FOR FUTURE USE) ..... 64**

**6.0 ESCHELON SPECIAL PROGRAM..... 69**

6.1 COMPETITIVE RESPONSE PROGRAM ..... 69

    6.1.1 *Terms and Conditions*..... 69

    6.1.2 *Rates and Charges*..... 70

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

NOV 18 2005

Boise, Idaho

---

INITIAL (ANNUAL) NOTICE

Name of Corporation: Eschelon Telecom, Inc.

Address of Principal Place of Business: 730 Second Avenue South, Suite 900  
Minneapolis, Minnesota 55402

Idaho Agent for Service of Process: C T Corporation System  
300 North 6<sup>th</sup> Street  
Boise, Idaho 83701

Eschelon Telecom, Inc. Toll Free  
Customer Service/Complaint Number: 1-866-ESCHELON (372-4356)

Commission Contact: Catherine A. Murray  
Manager, Regulatory Affairs  
Phone: 612-436-1632  
Fax: 612-436-6816  
Email: [camurray@eschelon.com](mailto:camurray@eschelon.com)

Commission Complaint Contact: Phone: 1-800-658-6959  
Fax: 1-800-787-1524  
Email: [agencycontact@eschelon.com](mailto:agencycontact@eschelon.com)

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

**Boise, Idaho**

EXPLANATION OF SYMBOLS

- (C) To signify changed condition or regulation
- (D) To signify deleted or discontinued rate, regulation or condition
- (I) To signify a change resulting in an increase to a Customer's bill
- (M) To signify that material has been moved from or to another Price List location
- (N) To signify a new rate, regulation, condition, or sheet
- (R) To signify a change resulting in a reduction to a Customer's bill
- (T) To signify a change in text but no change to rate or charge

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

**Boise, Idaho**

---

PRICE LIST FORMAT

- A. Sheet Numbering - Sheet numbers appear in the heading of each sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - Each level of paragraph numbering is subservient to its next higher level as shown:
- 2.0
  - 2.1
  - 2.1.1
  - 2.1.1.A.
  - 2.1.1.A.i.
  - 2.1.1.A.i.a.
- D. Check Sheets - When a Price List filing is made with the Commission, an updated Check Sheet accompanies the Price List filing. The Check Sheet lists the sheets contained in the Price List with a cross-reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Price List user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

NOV 18 2005

Boise, Idaho

---

1.0 DEFINITIONS

**Advance Payment:** Part or all of a payment for basic Service required before the start of Service.

**Claims:** Any and all claims or demands made against Company or Customer by the other or by any other person or entity, including, but not limited to claims or demands for 1) losses, damages, expenditures, loss of use, loss of profits, liability, judgments or costs (including attorney's fees, if awarded), and 2) any personal injury, death or damage to tangible or intangible property or rights arising directly or indirectly out of any acts, omissions, mistakes of Company, its employees, agents officers or directors, or caused by any interruptions, delays, errors or defects, or the condition, operation or failure of equipment, used to provide Service or Company Facilities hereunder, regardless of whether the claim or demand is asserted in an arbitration, suit, action, administrative proceeding or any other dispute resolution proceeding, or on any appeal there from.

**Commission:** The Idaho Public Utilities Commission.

**Company:** Eschelon Telecom, Inc

**Company Facilities:** All cable and equipment owned or controlled by Company and utilized by Company to provide Service.

**Conversion Date:** The date the Company commences supplying telecommunications services to the Customer.

**Customer:** The person, firm, corporation or other entity which orders or uses Service and is responsible for payment of charges and compliance with the terms and conditions of this Price List.

**Investigative or Law Enforcement Officer:** An officer of the United States, a state, or a political subdivision of the United States or a state, which is empowered by law to investigate or make arrests for crimes related to communications, or an attorney authorized by law to prosecute those crimes.

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

**Boise, Idaho**

1.0 DEFINITIONS, Continued

**Premises:** The space occupied by a Customer in a building or buildings and the land upon which such building(s) sit.

**Service:** Any service offered by Company as set out in this Price List.

**State:** The state of Idaho.

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

**Boise, Idaho**

---

2.0 RULES AND REGULATIONS

2.1 Undertaking of the Company

- A. Company undertakes to furnish intrastate Telecommunications Service in accordance with the rates, terms and conditions stated in this Price List.
- B. Company's service offerings consist of any of the Services offered pursuant to this Price List, either individually or in combination. Each Service is offered independent of the others, unless otherwise noted. Service is offered via Company Facilities, via resold services, or via facilities provided by other communications providers, or any combination thereof.
- C. Company is responsible only for the Services and Company Facilities it provides under this Price List, and it assumes no responsibility for any service provided by any other entity that provides access to Company Services or Facilities in order to originate and/or terminate its own services.
- D. Company may undertake to use reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of, and compliance by, the Customer with the provisions of this Price List. Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.

2.2 Limitations of Service

- A. Service is offered subject to the availability of necessary facilities and subject to the provisions of this Price List.
- B. Company reserves the right at its sole discretion to discontinue Service, or to limit the use of Service when necessitated by conditions beyond its control, when the Customer is using the Service in violation of the law or the provisions of this Price List, or for nonpayment by the Customer.

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

**Boise, Idaho**

2.0 RULES AND REGULATIONS, Continued

2.2 Limitations of Service, Continued

- C. All Company Facilities provided under this Price List are directly controlled by the Company and the Customer may not assign or transfer the use of the Services or Company Facilities to another, except with the prior consent of Company.
- D. Company Service may not be used for any unlawful purpose.
- E. Company reserves the right to block traffic to or from certain countries, NPAs, cities or NXX exchanges.
- F. Company Services may be restricted from originating calls to other telephone companies' caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers may be blocked by Company at Company's sole discretion without prior notice.

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

**Boise, Idaho**

---

2.0 RULES AND REGULATIONS, Continued

2.3 Application for Service

- A. When applying for service, each prospective customer will be required to furnish the following information to the Company:
- i. The name and address of the party that will be responsible for payment for the services provided.
  - ii. The address or addresses or exact location of the Customer premises where services to be provided and billed.
  - iii. Information and authorization as may be required for the Company to make a proper determination of the Customer's creditworthiness.
- B. The Customer shall notify Eschelon of a pending transfer of Service to a new party that will become responsible for payment of the Service provided. The new Customer will be required to complete a transfer of service application. However, failure of the new Customer to comply with this requirement shall not prevent liability for charges, including termination charges, if the new Customer has accepted use of the Service and/or made payments. The original Customer shall also remain liable for all charges, including early termination charges, if the Service is transferred without notice to, and approval by, the Company. In no event shall Eschelon collect more than total charges owed.

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

**Boise, Idaho**

2.0 RULES AND REGULATIONS, Continued

2.4 Credit Policy

2.4.1. Deposit and Guarantee Requirements

- A. Company may require a deposit or guarantee of payment from any Customer or applicant that has not established good credit with Company. Deposit or guarantee of payment requirements as prescribed by Company will be based upon standards that bear a reasonable relationship to the assurance of payment. In addition, an adequate assurance deposit may be requested if Customer has initiated bankruptcy proceedings.
  
- B. Interest, as may be lawfully determined by the Commission, will be paid on deposits from the date of the initial deposit to the date of refund or disconnection. Company may, at its option, pay the interest at intervals it chooses but at least annually, by direct payment, or as a credit on bills.

2.4.2 Credit Limit

Company may, at any time, at its sole discretion and with appropriate notice to the Customer, set a credit limit for any Customer's consumption of Services for any period.

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

**Boise, Idaho**

---

**2.0 RULES AND REGULATIONS, Continued****2.5 Billing and Payment for Services**

- A. The minimum service period is one month. The Customer must pay the regular tariffed rate for the service the Customer subscribes to for the minimum period of service. If a Customer disconnects service before the end of the minimum service period, that Customer is responsible for paying early termination fees as set forth in Section 2.19

**2.5.1 Billing and Payment of Charges**

- A. Unless otherwise indicated in this Price List, Service is billed on a monthly basis. The Customer is responsible for the payment of all charges for Service furnished by the Company. Customer shall pay the amounts as specified in the Price List for the Services. Toll charges and one-time charges are billed in arrears, and fixed monthly and recurring charges are billed one month in advance. If the amount due for any given month is less than \$3.00, no paper bill shall be rendered for that month.
- B. Unless otherwise indicated in this Price List, bills are due and payable fifteen (15) days from the date of mailing by Company, or later if required by law. Balances that remain unpaid after the due date will be charged a late fee of one and one-half (1.5) percent per month of the unpaid balance, or the maximum fee allowed by law, whichever is less.

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

Boise, Idaho

---

2.0 RULES AND REGULATIONS, Continued

2.5 Billing and Payment for Services, Continued

2.5.1 Billing and Payment of Charges, Continued

- C. A service charge, not to exceed \$30, will apply whenever a check or draft presented for payment of Services is not accepted by the institution on which it is written. Only one service charge may be imposed under this paragraph for each dishonored check.
- D. Customer is responsible for reviewing each invoice promptly, and notifying Company promptly of any discrepancies. If no notice from the Customer is received by Company within ninety (90) days after a bill has been rendered to the Customer, the billing will be considered correct and binding. Bills disputed by a Customer shall be handled as set out in Section 2.11.
- E. Initial billing for set-up and installation charges and/or monthly Service fees will not commence for any new Customer until the Customer has actually been placed in service.
- F. If the Customer disconnects all Service or is disconnected for violations of the terms and conditions of this Price List (e.g., disconnection for non-payment), the Customer shall be responsible for all charges for the remainder of the bill cycle in which the disconnection occurs.

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

 **NOV 18 2005**

**Boise, Idaho**

---

2.0 RULES AND REGULATIONS, Continued

2.5 Billing and Payment for Services, Continued

2.5.2 Taxes and Surcharges

- A. Rates quoted in this Price List do not include federal, state and local taxes, franchise, excise and other fees applicable to the Services, including, but not limited to: sales, use, excise, franchise, subscriber line, low income, universal service, access, 911 service, relay service, and handicapped service. The Customer is responsible for payment of the above noted taxes and surcharges.
  
- B. The Idaho Universal Service Fund surcharge will appear on the Customer bill at a rate of \$0.003 per minute of intrastate long distance use.

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

Boise, Idaho

---

**2.0 RULES AND REGULATIONS, Continued****2.6 Cancellation of Service****2.6.1 Cancellation of Service by Customer**

- A. The Customer may cancel Service prior to commencement by giving notice to Company up to the day prior to the day Service is scheduled to commence.
- B. The Customer may cancel Service at any time after Service commences by giving Company thirty days' prior notice. A Reconnection Fee will apply if the Customer requests that Service be temporarily discontinued.

**2.6.2 Cancellation or Discontinuance of Service by Company**

- A. If Customer fails to notify Company and fails to cancel Service on the day prior to the day Service is scheduled to commence, Customer may be responsible for paying the appropriate installation, set up and minimum service period charges, and all applicable taxes and fees.

**2.6.3 Discontinuance Without Notice**

- A. The Company may suspend or discontinue Service to a Customer without notice under the following circumstances:
  - i. When the Company deems it necessary to take such action to prevent unlawful use of its service or tampering with its facilities;
  - ii. In the event of a condition determined to be hazardous to the Customer, to other Customers of Company, to Company Facilities, the public, or to employees of Company;
  - iii. In the event of a Customer's use of equipment in a manner as to adversely affect Company Facilities or Company's Service to others;
  - iv. Any other reason for which discontinuation of Service without notice is justified under current Commission rules and regulations.

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

**Boise, Idaho**

---

2.0 RULES AND REGULATIONS, Continued

2.6 Cancellation of Service, Continued

2.6.4 Discontinuance With Notice

- A. Company may discontinue Service to a Customer under the following conditions after giving the Customer seven (7) days' notice (excluding Sundays and legal holidays):
- i. For failure of the Customer to pay a bill for Service due;
  - ii. For failure of the Customer to meet Company's credit requirements;
  - iii. For failure of the Customer to make proper application for Service;
  - iv. For Customer's violation of any terms and conditions governing the furnishing of service;
  - v. For the Customer's breach of contract for Service between Company and the Customer;
  - vi. For a failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by Company as a condition of obtaining Service;
  - vii. When necessary for Company to comply with any order or request of any governmental authority having jurisdiction;
  - viii. Any other reason for which discontinuation of Service with notice is justified under existing rules and regulations.

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

**Boise, Idaho**

2.0 RULES AND REGULATIONS, Continued

2.6 Cancellation of Service, Continued

2.6.5 Reconnection Fee

- A. A Reconnection Fee will apply whenever a Customer requests to be reconnected to the Services after Company has temporarily or permanently suspended or discontinued Services to Customer for any reason allowed by this Price List.

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

**Boise, Idaho**

---

**2.0 RULES AND REGULATIONS, Continued****2.7 Limitations on Liability**

- A. In no event shall Company or the Customer, including any subscribers to or users of any Services provided to or resold by the Customer, be liable to each other in connection with the provision and use of Company Services for indirect, incidental, consequential, reliance or special damages, including without limitation damages for lost profits, regardless of the form of action whether in contract, indemnity warranty, strict liability or tort, including without limitation negligence of any kind whether active or passive.
- B. Except as provided otherwise in this Price List, the Company shall not be liable to the Customer, including any subscribers to or users of any Services provided to or resold by the Customer, or any other person, firm or entity for any failure or performance hereunder unless such failure is due to the gross negligence or willful act of Company. In no event shall Company be liable to the Customer, including any subscribers to or users of any Services provided to or resold by the Customer, or any other person, firm or entity for any failure or performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing services to restore service in compliance with rules and regulations of the appropriate jurisdiction.

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

**Boise, Idaho**

---

2.0 RULES AND REGULATIONS, Continued

2.7 Liability, Continued

- C. With respect to any claim or suit, the Company's liability, if any, shall not exceed an amount equal to the charge applicable under this Price List to the period during which services were affected. For those services with monthly recurring charges, the Company's liability is limited to an amount equal to the proportionate monthly recurring charges for the period during which service was affected.
- D. The Company is not liable for any act or omission of any other Company or Companies furnishing a portion of the service, facilities or equipment associated with such service.
- E. The Customer is responsible for taking all necessary legal steps for interconnecting the customer-provided terminal equipment with the Company facilities. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- F. All or a portion of the service may be provided over facilities of third parties, and the Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever arising out of defects caused by such third parties.
- G. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE. THIS WARRANTY AND THESE REMEDIES ARE EXCLUSIVE AN IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

Boise, Idaho

---

2.0 RULES AND Regulations, Continued

2.7 Liability, Continued

- H. With respect to the routing of calls by the Company to public safety answering points or municipal Emergency Service providers, the Company's liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct results of the Company's action, or failure to act, in routing the Call, or (b) the sum of \$50.00.
- I. In the event parties other than the Customer (e.g., Customer's customers) shall have use of the service directly or indirectly through the Customer, then the Customer agrees to forever indemnify and hold the Company harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any defects.
- J. Company is not liable for damages caused by service, channels, or equipment which it does not furnish.
- K. Company is not liability for damages to a premises resulting from the furnishing of Services, including the installation and removal of equipment and associated wiring, unless the damage is caused by Company's gross negligence or willful misconduct. Except that upon termination or expiration of Services, and upon request by the Customer, Company will remove, at its own expense, any property which Company has installed in the provision of Service on the Customer's premises within a reasonable time. Company will use reasonable care in removing such property and will return the Customer's premises to their original condition, wear and tear expected.

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

**Boise, Idaho**

---

**2.0** RULES AND REGULATIONS, Continued**2.7** Liability, Continued

- L. Subject to the provision of A. through K. preceding, Company and the Customer shall indemnify each other against all liability, loss, damage, and expense resulting from injury to or death of any person (including injury to or death of their employees) or loss of or damage to tangible real or tangible personal property (including damage to their property) or the environment, to the extent that such liability, loss, damage or expense was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, its agents, employees, subcontracts or assignees, in connection with its use of service.
- M. Company's failure to provide or maintain service to the Customer, including any subscribers to or users of any Services provided to or resold by the Customer, and the Customer's obligations under this Price List shall be excused by labor difficulties, governmental orders, civil commotion, preemption of existing services to restore service in compliance with part 64, Subpart D, of the FCC's Rules and Regulation, acts of God, Commission rules, and other circumstances beyond Company's or the Customer's reasonable control, subject to the credit allowances for interruptions provisions of this Price List. Company and the Customer may also agree on other measures to mitigate the consequences of circumstances beyond the Customer's or Company's control. If required, such agreements will be filed in this Price List.

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

Boise, Idaho

---

3.0 RULES AND REGULATIONS, Continued

2.7 Liability, Continued

N. 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.

2.7.1 Company Liability With Respect to Caller ID Blocking

A. The Company shall have no liability for monetary damages (including without limitation claims for direct, indirect, special, incidental or consequential damages, whether or not the Company has been advised of the possibility of such damages), arising from any failures, errors, malfunctions or omissions of Caller ID Blocking, whether or not arising from or relating to any ordinary negligence by the Company.

2.8 Full Force and Effect

A. Should any provision or portion of this Price List be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Price List will remain in full force and effect.

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

**Boise, Idaho**

---

**2.0** RULES AND REGULATIONS, Continued**2.9** Interruptions in Service

A. Interruptions in Service will be credited to Customer for the part of the Service that the interruption affects, provided that no credit is allowed for the following:

- i. Any continuous period of less than four (4) hours, provided that two (2) or more Service interruptions of the same type to the same line/equipment of four (4) hours or more during any one twenty-four (24) hour period shall be considered as one (1) interruption;
- ii. Interruptions caused by Customer;
- iii. Interruptions due to failure of power, equipment or facilities provided by the Customer or persons or entities other than Company;
- iv. Any period in which Company is not given access to the Service Premises;
- v. Any period of scheduled maintenance and repair, tests, adjustments and inspections as may be necessary to maintain Company's equipment and Facilities in satisfactory operating condition;
- vi. Interruptions due to the non-compliance by the Customer with the provisions of this Price List or the tariff of other common carrier providing Service connected to the Service of Company; and
- vii. Interruptions caused by any failure of performance or equipment due to causes beyond Company's control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action or request of any governmental entity claiming jurisdiction over Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of the federal, state or local governments, or any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages or other labor difficulties.

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

Boise, Idaho

---

**2.0 RULES AND REGULATIONS, Continued****2.9 Interruptions in Service, Continued**

- B. Every month shall be considered to have thirty (30) days for the purposes of computing a credit for a Service interruption to which the Customer is entitled under this Price List.
- C. A Customer is entitled to an interruption in Service credit upon request for any period during which any line subscribed to by the Customer hereunder and/or, if applicable, Company-provided station equipment attached thereto is out of Service, except as specified in this section. Out of Service conditions are defined as complete loss of call origination and/or receipt capability. Credit allowances, if any, shall be deducted from the charges payable by the Customer hereunder and shall be expressly indicated on the next bill to the Customer. An interruption period begins when the Customer reports a malfunction in Service to Company. The malfunction period ends when the affected line and/or equipment is fully operative.
- D. The Customer shall be credited for an interruption at the rate of 1/30th of the monthly charge for the Services affected for each day or part of a day computed as follows:

Credit Formula:

$$\text{Credit} = \frac{A \times B}{30}$$

“A” = Outage time in days (any part of a day equals one day)

“B” = Total Monthly Charge for affected Service

- E. In the event of prior knowledge of an interruption of Service for a period exceeding one (1) day, Company will, if feasible, notify the Customer at least one (1) week in advance.

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

Boise, Idaho

---

**2.0 RULES AND REGULATIONS, Continued****2.10 Emergency Restoration of Service**

- A. The use and restoration of Service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's rules and regulations and the regulations of the Commission, which specify the priority system for such activities.

**2.11 Disputed Bills**

- A. The Company will comply with the Commission's rules regarding disputed bills.
- B. The Customer shall promptly notify Company of any disputed items on a bill.
- C. The date of the dispute shall be the date Company receives sufficient documentation to enable it to investigate the dispute.
- D. The date of the resolution is the date Company completes its investigation and attempts to notify the Customer of the disposition of the dispute.
- E. Company will promptly investigate any complaint or dispute received by a Customer and will report the result of that investigation to the Customer. When circumstances indicate the need for corrective action, Company will take such action as soon as possible.
- F. Company shall ensure that personnel engaged in initial contact with a dissatisfied or complaining Customer shall inform the Customer that if dissatisfied with the decision or the explanation provided, the Customer may have the problem considered and acted upon by supervisory personnel.
- G. Company shall ensure that supervisory personnel contacted by a dissatisfied Customer shall inform a still-dissatisfied Customer of the option to bring the matter before Commission for further review of any complaint or dispute.

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

Boise, Idaho

2.0 RULES AND REGULATIONS, Continued

2.11 Disputed Bills, Continued

G. Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at: Eschelon Telecom, Inc, 730 2nd Avenue South, Suite 900, Minneapolis, MN 55402, (612) 376-4400 or 1-866-ESCHELON (1-866-372-4356).

2.12 Temporary Service

A. Conditions precedent to rendering temporary Service, special arrangements, unique relationships or Service to speculative projects will be developed on an Individual Case Basis. Company will not provide temporary Service or Service to speculative projects unless in its judgment such Service provision is consistent with the best interests of Company and its Customers.

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

Boise, Idaho

---

2.0 RULES AND REGULATIONS, Continued

2.13 Service Connections and Facilities

2.13.1 Provision of Equipment and Facilities

- A. Title to all Company Facilities provided in accordance with this Price List remains with Company, its agents or contractors. The Customer shall not have, nor shall it assert any right, title or interest in any Company Facilities and associated equipment provided by Company hereunder.
- B. Company undertakes to use reasonable efforts to maintain only Company Facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise tamper with any Company Facilities or equipment installed by Company, except upon the written consent of Company or as allowed by law.
- C. Any equipment Company provides or installs at the Customer's Premises for use in connection with the Company's Services shall not be used for any purpose other than that for which Company provided the equipment.
- D. Company shall not be responsible for the installation, operation, repair or maintenance of any Customer-provided communications equipment. Customer may connect such equipment to Company Facilities or equipment furnished pursuant to this Price List as provided in this Price List, as allowed by law, or with Company's consent. Unless otherwise specified in this Price List, Company will not be responsible for the maintenance, repair and operation of such Customer-provided equipment, and Company will not be responsible for:

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

Boise, Idaho

---

2.0 RULES AND REGULATIONS, Continued

2.13 Service Connections and Facilities, Continued

2.13.1 Provision of Equipment and Facilities, Continued

D. Continued

- i. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- ii. The reception of signals by Customer-provided equipment; or
- iii. Network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

E. The Customer is responsible for ensuring that Customer-provided equipment and facilities connected to Company equipment and Facilities are compatible with such Company equipment and Facilities. The magnitude and character of the voltages and currents impressed on Company-provided Facilities and equipment by the connection, operation or maintenance of such equipment and facilities shall be such as not to cause damage to the Company-provided equipment and Facilities or injury to the Company's employees or to other persons. Customer will submit to Company, upon request, a complete manufacturer's specification sheet for each item of equipment that is not provided by Company and which shall be attached to Company's equipment or Facilities. Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's equipment or Facilities. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

F. Any special interface equipment necessary to achieve compatibility between Company Facilities and equipment used for furnishing Service and the channels, facilities or equipment of others shall be provided at the Customer's expense.

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

Boise, Idaho

---

**2.0 RULES AND REGULATIONS, Continued****2.13 Service Connections and Facilities, Continued****2.13.2 Customer Premises**

- A. Customer shall provide, without cost to Company, all equipment, space, conduit and electric power required to terminate the Services at the Customer's Premises. The Customer shall arrange for the Company, or other carriers as required, to have access to the Customer's Premises at all reasonable times for purposes of Service installation, termination, inspection and repair. Customer shall be solely responsible for any damage to, or loss of, Company Facilities or equipment, including inside wire, while on the Premises of Customer, unless such damage is caused by the negligence or willful misconduct of the Company, its employees, subcontractors or agents.

**2.13.3 Shortage of Equipment or Facilities**

- A. Company's acceptance of orders for Service is subject to the availability of adequate Company Facilities and equipment to provide the Service as ordered. Company reserves the right to reject an order or cancel an accepted order for Service without liability if there are inadequate Company Facilities or equipment available to provide the Service.
- B. Company reserves the right to limit or to allocate the use of existing Company Facilities, or of additional facilities offered by Company, when necessary, because of a lack of Company Facilities, or due to any other cause beyond Company's control.
- C. The furnishing of Service under this Price List 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.

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

**Boise, Idaho**

---

2.0 RULES AND REGULATIONS, Continued

2.13 Service Connections and Facilities, Continued

2.13.4 Interconnection

- A. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface equipment or facilities necessary to achieve compatibility between the Company Facilities and other carriers shall be provided at the Customer's expense. However, Service furnished by Company is not part of a joint undertaking with any other provider.
  
- B. Interconnection with the facilities or services of other carriers shall be subject to the applicable terms and conditions of the other carriers' Price Lists, if any. The Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with the other companies' facilities, including, without limitation, all licenses, permits, right-of-way and other arrangements necessary for such interconnection.

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

NOV 18 2005

Boise, Idaho

---

2.0 RULES AND REGULATIONS, Continued

2.13 Service Connections and Facilities, Continued

2.13.5 Prohibited Uses

- A. The Services Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.
- B. Company may, without obtaining any further consent from the Customer, assign any rights, privileges or obligations under this Price List. The Customer shall not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer or in any other manner dispose of, any of its rights, privileges or obligations under this Price List, and any attempt to make such an assignment, transfer, disposition without consent shall be null and void.
- C. Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- D. A Customer may not use the Services so as to interfere with or impair Service over any Company Facilities and associated equipment, or so as to impair the privacy of any communications over such Company Facilities and associated equipment.
- E. Customer use of any resold Service obtained from other communications providers shall also be subject to any applicable restrictions in the underlying providers' publicly available price lists or price lists.

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

**Boise, Idaho**

---

2.0 RULES AND REGULATIONS, Continued

2.13 Service Connections and Facilities, Continued

2.13.6 Non-Standard Situations

- A. At the Customer's request and the acceptance by Company, installation and/or maintenance may be performed outside Company's regular business hours, on an expedited basis, in hazardous locations, or in other non-standard situations. In such cases, charges will be arranged on an individual case basis ("ICB"). If installation is started during regular business hours but, at the Customer's request and Company's acceptance, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply.

2.14 Services Provided by Other Communications Providers

- A. Company shall have no responsibility with respect to billings, charges or disputes related to services used by Customers that are not included in the Services herein. Customers receiving services from other communications providers shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies relating to such services with the other provider.

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

Boise, Idaho

---

**2.0 RULES AND REGULATIONS, Continued****2.15 Governmental Authorizations**

- A The provision of Company's Services is subject to, and contingent upon, Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Services into conformance with any rules, regulations, orders, decisions or directives imposed by the Federal Communications Commission or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by Company to comply with any such rules, regulations, orders, decisions or directives. Company's obligation to provide Service hereunder will terminate if any required governmental authorization or grant is withdrawn, revoked or otherwise terminated.

**2.16 Promotions**

- A. Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area, to a subset of a specific market group or to customers who sign up for such Service on or after a particular date.

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

**Boise, Idaho**

---

**2.0 RULES AND REGULATIONS, Continued****2.17 Effective Date**

- A. The terms and conditions of this Price List will apply to Customers whose service commences on or after the Effective date of this Price List. Customers whose Service commenced before the Effective date of this Price List may choose to receive Service under the Rates and Charges in this Price List upon request through Company's customer care representatives. All other terms and conditions of this Price List will apply to all Customers for all Service provided by Company on and after the Effective date of this Price List, regardless of when Service commenced.

**2.18 Individual Case Basis (ICB) Arrangements**

- A. Prices unique to a particular Customer or group of Customers may be developed for services offered under this Price List when the difference in the costs of providing the services justifies different pricing. For intraLATA and interLATA toll services may be ICB priced when market conditions, cost differences, or the pricing practices of competing providers justify a different price.

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

**Boise, Idaho**

---

**2.0 RULES AND REGULATIONS, Continued****2.19 Term and Termination of Service (Charges)**

- A. The term of service commences on the Conversion Date.
- B. If the Customer terminates service, or if the Company terminates service for cause per Section 2.6 of this Price List, prior to the Customer's fulfillment of the term commitment, Customer shall pay termination charges equal to the amount of the monthly term discount times the number of months served under the contract (or fraction thereof) plus any termination charges paid to Customer's previous carrier by Eschelon. The amount of the monthly term discount is defined as the difference between billed charges the customer would have paid in the absence of a term commitment less billed charges the Customer actually paid under the term commitment. Such termination charges are in addition to any due but unpaid recurring and all unpaid nonrecurring charges, including any installation charges waived by Eschelon. If termination is prior to installation of Service, termination charges shall be those reasonable costs incurred by Eschelon through the date of termination.
- C. The Customer will also be responsible for the last full-month's charges if service is terminated at any time within the Customer's usual billing cycle.

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

NOV 18 2005

Boise, Idaho

2.0 RULES AND REGULATIONS, Continued

(Reserved for Future Use)

---

Issued: November 8, 2005  
Effective: November 18, 2005  
Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**  
NOV 18 2005  
Boise, Idaho

3.0 (RESERVED FOR FUTURE USE)

---

Issued: November 8, 2005  
Effective: November 18, 2005  
Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

**Boise, Idaho**

3.0 (RESERVED FOR FUTURE USE)

---

Issued: November 8, 2005  
Effective: November 18, 2005  
Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**  
NOV 18 2005  
Boise, Idaho

3.0 (RESERVED FOR FUTURE USE)

---

Issued: November 8, 2005  
Effective: November 18, 2005  
Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

**Boise, Idaho**

3.0 (RESERVED FOR FUTURE USE)

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

**Boise, Idaho**

3.0 (RESERVED FOR FUTURE USE)

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

Boise, Idaho

3.0 (RESERVED FOR FUTURE USE)

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

Boise, Idaho

3.0 (RESERVED FOR FUTURE USE)

---

Issued: November 8, 2005  
Effective: November 18, 2005  
Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**  
NOV 18 2005  
Boise, Idaho

3.0 (RESERVED FOR FUTURE USE)

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

Boise, Idaho

3.0 (RESERVED FOR FUTURE USE)

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**  
NOV 18 2005  
Boise, Idaho

3.0 (RESERVED FOR FUTURE USE)

---

Issued: November 8, 2005  
Effective: November 18, 2005  
Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

**Boise, Idaho**

---

#### 4.0 ESCHELON LONG DISTANCE SERVICES

##### 4.1 Long Distance Terms and Conditions

###### A. **Charges for Service and Billing Increments**

Minutes of use (MOU) under each Rate Plan are calculated by adding the chargeable minutes for each separate message. MOU are billed in 6-second increments, with a 30-second minimum per message. Charges are computed according to one of the company's rate plans. Under each Rate Plan charges per minute of use vary depending on the usage level committed to by the Customer and the length of the commitment to use the Company as the Customer's presubscribed long distance carrier. Chargeable minutes are based on the duration of network use.

###### B. **Customer Commitment**

Each Customer must commit (in writing) to a volume level and a term during which the Customer will use the Company as its presubscribed long distance carrier. If the Customer has not notified the Company of Customer's intentions with regard to renewal, the Company will enroll the Customer in the same Rate Plan and commitment levels (volume and term) there under initially chosen by the Customer, unless the volume level has been changed pursuant to Section D., below; if so, that changed volume level will be used as the commitment level under the renewal.

###### C. **Early Termination Charge**

Customers who terminate prior to term commitment are required to pay early termination charges as specified in Section 2.19 of this Price List.

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

NOV 18 2005

Boise, Idaho

---

**4.0** ESCHELON LONG DISTANCE SERVICES, Continued**4.1** Long Distance Terms and Conditions, Continued**D. Periodic Review of Customer Usage**

After the first month a Customer has used the service of Company, or at any time thereafter, Company or Customer may review Customer's usage levels. If Customer's usage is below or above the usage level committed to by Customer, the Company may notify the Customer that the rate per MOU will be changed for the next month's and subsequent months' billings for the remainder of Customer's commitment period or until the company's next periodic review of Customer's usage levels. If Customer's usage is below or above the usage level committed to by Customer, the Customer may notify the Company that the rate per MOU will be changed for the next month's and subsequent months' billings for the remainder of Customer's commitment period or until the company's next periodic review of Customer's usage levels.

**E. Charges for Rates**

Charges are computed according to one of the company's rate plans. When the MOU multiplied by the per minute rate of the call does not equal an even billing amount, the call will be rounded up to the next full penny (example, \$2.743 would be rounded to \$2.75).

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

**Boise, Idaho**

4.0 ESCHELON LONG DISTANCE SERVICES, Continued

4.2 Switched Long Distance Rate Plans

Eschelon Business Select services provide stepped rate plans based on Customer usage and term commitments. Toll free service, basic operator services, calling cards and international services are also available through these programs.

4.2.1 Switched Long Distance Rates

<u>DESCRIPTION</u>	<u>BUSINESS SELECT FLAT</u>	<u>ESCHELON .049/.049</u>	<u>ATI Classic .035/.035 [1]</u>
Domestic Inbound/Outbound: Intrastate Per Minute	\$0.060	\$0.049	\$0.035
Billing Increment	6 Seconds	6 Seconds	6 Seconds
Billing Minimum (Per Call)	30 Seconds	30 Seconds	30 Seconds
Minimum Term Commitment	12 Months	12 Months	12 Months
Minimum Usage Level	No Minimum	No Minimum	No Minimum

[1] Service not available to customers after November 18, 2005.

Issued: November 8, 2005  
Effective: November 18, 2005  
  
Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**  
  
NOV 18 2005  
  
Boise, Idaho

4.0 ESCHELON LONG DISTANCE SERVICES, Continued

4.3 Summit Long Distance Service

A. Summit Long Distance services are bundled offerings of minutes of outbound or inbound toll service (intrastate/interstate) for one monthly flat rate, with a fixed rate per minute charge when usage exceeds the bundled amount. Both the flat rates and the usage rates apply to Day/Evening and Night/Weekend periods. Customers will also have access to toll free service, basic operator services, calling card and international services.

4.3.1 Summit Long Distance Rates

A. Each Summit Bundle is a bundle of intrastate and interstate long distance minutes for a set monthly fee that must be combined with an Eschelon On-Net local service. Minutes of use in excess of the set amount are charged a per-minute of use rate as shown. With the exception of the Summit 500 bundles, the Summit Bundles can be combined with any Eschelon On-Net local products.

<u>DESCRIPTION</u>	<u>RATE PER MINUTE (Overage)</u>	<u>MONTHLY RECURRING CHARGE</u>
Summit 1,000	\$0.06	\$49.99
Summit 2,500	\$0.06	\$99.99
Summit 5,000	\$0.06	\$199.99
Summit 7,500	\$0.06	\$299.99
Summit 10,000	\$0.05	\$399.99
Summit 15,000	\$0.05	\$599.99
Summit 20,000	\$0.05	\$749.99
Summit 25,000	\$0.04	\$999.99
Summit 50,000	\$0.04	\$1,799.99

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

Boise, Idaho

4.0 ESCHELON LONG DISTANCE SERVICES, Continued

4.4 Integrated Long Distance Rate Plan

The Integrated Long Distance Rate Plan meets the needs of high volume Customers. Toll free service, basic operator services, calling card and international services are also available through this program.

4.4.1 Integrated T1 Long Distance Rates

<b>DESCRIPTION</b>	<b>RATE PER MINUTE</b>	<b>CONTRACT MINIMUM</b>
Intrastate	\$0.075	12 Month

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**  
NOV 18 2005  
Boise, Idaho

4.0 ESCHELON LONG DISTANCE SERVICES, Continued

4.5 Dedicated Long Distance T1 Service

The Dedicated Long Distance T1 product is for those Customers that generate substantial long distance usage and require dedicated long distance service. The dedicated T1 has 24 channels for long distance calling that can be used for inbound or outbound long distance calls.

4.5.1 Dedicated Long Distance T1 Rates

<b>DESCRIPTION</b>	<b>MONTHLY RATE</b>	<b>INSTALL CHARGE</b>
On-Net Dedicated Long Distance T1 [1, 2]	\$285.00	\$500.00

[1] Customer must be within an Eschelon service area/market.

[2] Requires Dedicated Long Distance Contract.

<b>DESCRIPTION</b>	<b>RATE PER MINUTE</b>	<b>CONTRACT MINIMUM</b>
Intrastate	\$0.050	12 Month

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

Boise, Idaho

4.0 ESCHELON LONG DISTANCE SERVICES, Continued

(RESERVED FOR FUTURE USE)

---

Issued: November 8, 2005  
Effective: November 18, 2005  
Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

Boise, Idaho

4.0 ESCHELON LONG DISTANCE SERVICES, Continued

4.6 4 Decimal KB Pro Flat Rate Plans

Eschelon's 4 Decimal KB Pro flat rate plans are loyalty plans available to existing Customers that generate a high call volume (10,000 minutes or more per month), with calls of short duration (less than one minute). Customers will be charged a minimum of \$0.01 per call. These plans are only available to Customers already subscribed to the Company's Integrated Long Distance services (Section 4.3) or Dedicated Long Distance (Section 4.4) services.

4.6.1 4 Decimal KB Pro Rates

<u>DESCRIPTION</u>	<u>INTRASTATE RATE PER MINUTE</u>
4 Decimal KB Pro 1	\$0.056
4 Decimal KB Pro 2	\$0.056
4 Decimal KB Pro 3	\$0.055
4 Decimal KB Pro 4	\$0.047
4 Decimal KB Pro 5	\$0.041

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

Boise, Idaho

4.0 ESCHELON LONG DISTANCE SERVICES, Continued

4.7 Calling Card (Travel Card) Plans

4.7.1 Calling Card Rates

<u>DESCRIPTION</u>	<u>RATE PER MINUTE</u>	
Intrastate/Interstate [1]	\$0.18	
Payphone Origination Surcharge per call:	\$0.95	(N)

[1] Full minute billing increments.

---

Issued: September 4, 2008  
Effective: October 1, 2008

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

**Idaho Public Utilities Commission**  
**Office of the Secretary**  
**ACCEPTED FOR FILING**  
**October 1, 2008**  
**Boise, Idaho**

4.0 ESCHELON LONG DISTANCE SERVICES, Continued

(RESERVED FOR FUTURE USE)

---

Issued: November 8, 2005  
Effective: November 18, 2005  
Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

**Boise, Idaho**

---

#### 4.0 ESCHELON LONG DISTANCE SERVICES, Continued

##### 4.9 Toll Free Services

Toll Free Service allows callers to reach Eschelon Customers without incurring toll charges. Usage charges are based on the Customer's Eschelon long distance program. Toll free calls originated at a payphone terminal will incur a per call surcharge. (C)

##### 4.9.1 Toll Free Service Features

###### **Area Code Blocking**

The ability of the telephone equipment to selectively deny calls to specific (but not all) area codes.

###### **Area Code Routing**

Provides the Customer the ability to route calls to a predetermined location based on the originating area code. Calls may be routed to a maximum of 15 different numbers.

###### **Percent Allocation**

This allows the Customer to allocate up to 10 terminating numbers. Calls will be allocated by percentages.

###### **Time of Day/Day of Year Routing**

This feature allows a Customer to route a toll free number to different terminating numbers based on the time of day and/or day of the year. For example, calls to the toll free number can be routed to the Customer's corporate office from 8 a.m. to 5 p.m. and then to a nationwide call center from 5:01 p.m. to 7:59 a.m.

###### **Area code/Exchange Routing**

Provides the Customer the ability to route or prevent the completion of toll free call based on NPA-NXX.

###### **Toll Free Directory Assistance Listing**

Provides a listing for directory providers for callers seeking toll free numbers.

---

Issued: September 4, 2008  
Effective: October 1, 2008

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
ACCEPTED FOR FILING  
October 1, 2008  
Boise, Idaho

4.0 ESCHELON LONG DISTANCE SERVICES, Continued

4.9 Toll Free Services, Continued

4.9.2 Toll Free Rates

DESCRIPTION	MONTHLY RECURRING CHARGE	NON-RECURRING CHARGE (INSTALL)
Toll Free Number (each) [1, 2, 3]	\$5.00	\$5.00
Area Code Blocking	\$10.00	\$10.00
Area Code Routing	\$20.00	\$20.00
Percent Allocation	\$10.00	\$50.00
Time of Day/Day of Year Routing	\$10.00	\$50.00
Area Code/Exchange Routing	\$50.00	\$100.00
Toll Free Directory Assistance Listing	\$16.95	\$0.00

[1] Maximum non-recurring charge is \$20.00 per account.

[2] Maximum monthly charge is \$20.00 per account.

[3] Maximum of 70 toll free numbers.

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

NOV 18 2005

Boise, Idaho

4.0 ESCHELON LONG DISTANCE SERVICES, Continued

4.10 Additional Services Available with Long Distance Services

4.10.1 Additional Service Features

**Real Time ANI**

Similar to Caller ID, but is sent with a toll free number from the carrier.  
Available with Dedicated Long Distance only.

**Unvalidated Account Codes**

Unsecured codes assigned to track long distance calls made; available with 2 to 8-digit codes.

**Validated Account Codes**

Secured codes assigned to track long distance calls made; available with 2 to 8-digit codes.

4.10.2 Additional Long Distance Service Features Rates

DESCRIPTION	MONTHLY RECURRING MINUTE	NON-RECURRING CHARGE (INSTALL)
Real Time ANI (Dedicated only)	\$25.00	\$50.00
Unvalidated Account Codes (each)		
Business Select & Flat Rate	\$5.00	\$0.00
Integrated	\$0.00	\$5.00
Dedicated	\$0.00	\$5.00
Summit	\$5.00	\$5.00
Validated Account Codes (each)		
Business Select & Flat Rate	\$10.00	\$0.00
Integrated	\$5.00	\$5.00
Dedicated	\$10.00	\$10.00
Summit	\$10.00	\$5.00

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

NOV 18 2005

Boise, Idaho

4.0 ESCHELON LONG DISTANCE SERVICES, Continued4.11 Directory Assistance, Operator Services and Surcharge Rates

<u>SERVICE</u>	<u>PER USE CHARGE</u>	<u>NON-RECURRING CHARGE</u>	
Directory Assistance (XXX-555-1212 or 411)	\$1.95	\$0.00	(I)
Operator Assisted Call	\$1.75	\$0.00	
Person to Person	\$3.15	\$0.00	
Toll Free Payphone Origination	\$0.95	\$0.00	(I)
Preferred Carrier Change Charge Per IntraLATA Change Request		\$5.00	

Issued: September 4, 2008  
Effective: October 1, 2008

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

**Idaho Public Utilities Commission**  
**Office of the Secretary**  
**ACCEPTED FOR FILING**  
**October 1, 2008**  
**Boise, Idaho**

5.0 (RESERVED FOR FUTURE USE)

---

Issued: November 8, 2005  
Effective: November 18, 2005  
Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

**Boise, Idaho**

5.0 (RESERVED FOR FUTURE USE)

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

Boise, Idaho

5.0 (RESERVED FOR FUTURE USE)

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

**Boise, Idaho**

5.0 (RESERVED FOR FUTURE USE)

---

Issued: November 8, 2005  
Effective: November 18, 2005  
Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**  
NOV 18 2005  
Boise, Idaho

5.0 (RESERVED FOR FUTURE USE)

---

Issued: November 8, 2005  
Effective: November 18, 2005  
Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

Boise, Idaho

---

**6.0 ESCHELON SPECIAL PROGRAM****6.1 Competitive Response Program**

The Competitive Response Program is available to Customers who have established service with another telecommunications provider who then establish a material part of their telecommunications service with Eschelon Telecom, Inc. In accordance with the terms of this Competitive Response Program, Eschelon Telecom may offer incentives to such Customers.

**6.1.1 Terms and Conditions**

- A. The Competitive Response Program may be offered only to Customers transferring their telecommunications service to Eschelon Telecom from a competing telecommunications provider.
- B. The Company may offer transferring Customers incentives in the form of a credit on the Customer's bill after the Customer actually establishes the agreed upon service with Eschelon Telecom.
- C. Customers may receive the incentive credit(s) only in connection with services that are established upon transferring to Eschelon Telecom.
- D. Customers' subscription to Eschelon Telecom intraLATA or interLATA toll service is regarded separately from subscription to Eschelon Telecom local exchange service.
- E. On contractual services, Customers are required to sign a contract in order to receive the incentive credit(s).
- F. Customers who receive the Competitive Response Program credit(s) are required to remain with Eschelon Telecom for a minimum of one year or be billed all of the nonrecurring charge(s) and monthly rate(s) waived.
- G. Eschelon Telecom reserves the right to discontinue this offer, without further proceedings or approvals.

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

Boise, Idaho

---

6.0 ESCHELON SPECIAL PROGRAMS, Continued

6.1 Competitive Response Program, Continued

6.1.1 Terms and Conditions, Continued

H. Customers are required to have a satisfactory credit rating with Eschelon Telecom in accordance with other provisions of this Price List and applicable rules and statutes.

I. Eschelon Telecom shall use reasonable business efforts so that similarly situated Customers are offered similar incentive credits in similar circumstances.

6.1.2 Rates and Charges

A. Transferring Customers who meet the requirements set for in Part 2 preceding, receive a maximum of either a waiver of the current nonrecurring charge(s), or up to two months of the current monthly rate(s), or both, on selected services as determined by Eschelon Telecom. In addition, transferring Customers may be provided waivers of intraLATA and/or interLATA MTS charges.

B. Incentive amounts are calculated on the first month's nonrecurring charge(s) and monthly rate(s). The total credit amount will not exceed the total nonrecurring charge(s) plus two months service of the monthly rate(s).

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

NOV 18 2005

Boise, Idaho

6.0 ESCHELON SPECIAL PROGRAMS, Continued

(RESERVED FOR FUTURE USE)

---

Issued: November 8, 2005  
Effective: November 18, 2005

Issued By: Manager, Regulatory Affairs  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 376-4400

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**

**NOV 18 2005**

Boise, Idaho