

NORLIGHT TELECOMMUNICATIONS, INC.

TELEPHONE TARIFF

FILED WITH THE

IDAHO PUBLIC UTILITIES COMMISSION

April 18, 1997

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING

APR 28 1997

Boise, Idaho

Check Sheet

The title page and pages 1 through 47 inclusive of this Tariff are effective as of the dates shown. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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EXPLANATION OF SYMBOLS

- C - to signify changed regulation.
- D - to signify discontinued rate or regulation.
- I - to signify a rate increase.
- M - to signify matter relocated without change.
- N - to signify a new rate or regulation.
- R - to signify a rate reduction.
- S - to signify reissued matter.
- T - to signify a change in text but no change in rate or regulation.
- Z - to signify a correction.

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1. Application of Tariff

This Tariff contains the regulations and rates applicable to the provision of Interexchange IntraLATA and InterLATA telecommunications services by Norlight Telecommunications, Inc. (hereafter referred to as NTI or the Company), between and among points within the state of Idaho as specified herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions.

2. Definitions

Certain terms used generally throughout this Tariff, particularly those for interexchange common carrier communications channels furnished by NTI are defined below:

Access Coordination

The design, ordering, installation, coordination, pre-service testing, service turn-up and maintenance of a Company provided Local Access Channel.

Administrative Change

A change in Customer billing address or contact name.

Application for Service

A standard Company order form which includes all pertinent billing, technical and other descriptive information which will enable the Company to provide a communication service as required.

Access Service Request (ASR)

An order placed with Local Access Provider for Local Access.

Accounting Codes

Accounting codes, verified and un-verified, are unique numbers assigned to groups of users to provide for the ability to track calling patterns. This gives NTI the ability to provide customized, useful management reports to the Customer. Additionally, a verified accounting code will allow for Customer-regulated, restricted user access to the long distance services purchased by the Customer.

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2. Definitions - (cont'd)

Authorization Code

A numerical sequence which enables a customer to access the carrier and which is used by the Company to identify the Customer for billing purposes.

Authorized User

A person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Bandwidth

The total frequency band, in hertz, allocated for a channel.

Bill Date

The date which appears on the Customer invoice.

Central Office

A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel or Circuit

A dedicated communications path between two or more points having a bandwidth or Transmission Speed specified in this Tariff and selected by a Customer.

CIR (Committed Information Rate)

The amount of guaranteed minimum throughput (in terms of number of bits) on a PVC. CIR is defined by the amount of kbps purchased per PVC.

Company

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2. Definitions - (cont'd)

Customer

The person, firm, corporation or governmental unit which orders Service and which is responsible for the payment of charges and for compliance with Company Tariff regulations. The Company offers only one class of service to all customers.

Customer Premises/Customer's Premises

Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

Customer Provided Equipment

Telecommunications terminal equipment that is located at the customer's premises.

Customer Provided Facilities

All communications facilities provided by the Customer and/or authorized user other than those provided by NTI.

Dedicated Access/Special Access

Channels between the Customer's Premises or serving wire center and the Company's Point-of Presence.

Dedicated 800 Service

A service whereby an inbound call is terminated to the Customer via a dedicated access facility, which can be provided by either the Customer or the Company, from a Company-designated point of presence to the Customer. Includes 800- and 888- numbers.

Dedicated Outbound Service

A service provided by the Company that the Customer subscribes to and accesses via a dedicated access facility provided by either the Customer or the Company, between the Customer's location and a Company-designated outbound point of presence for the purpose of originating a call from a Customer location.

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2. Definitions - (cont'd)

DS-0

Digital Signal Level 0 Service is a 64 Kbps signal.

DS-1

Digital Signal Level 1 Service, is a 1.544 Mbps signal.

DS-3

Digital Signal Level 3 Service, is a 44.736 Mbps signal.

Due Date

The date on which a customer's payment for invoiced service is due.

FCC

Federal Communications Commission.

Frame Relay Service

A high speed service, utilizing digital technology and statistical multiplexing to enable users to allocate bandwidth to applications as needed, up to the maximum bandwidth purchased, rather than assigning fixed channels to specific applications.

Frame Relay Access Port

The physical entry point for access to the frame relay network. At the port, the Customer can allocate bandwidth to applications as needed at customer designated transmission speeds. NTI provides two types of frame relay access ports, UNI based and NNI based.

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2. Definitions - (cont'd)

Individual Case Basis (ICB)

Provision of service in situations where complex Customer-specific arrangements are required to satisfactorily serve the Customer. The nature of such Service requirements makes it difficult or impossible to establish general Tariff provisions for such circumstances. When it becomes possible or practicable for the Company to determine general terms and conditions for such offerings, they will be offered pursuant to such terms and conditions. Rates for service offered on an ICB will be structured to recover the Company's cost of providing service. Terms of specified ICB contracts will be made available to the Commission upon request on a proprietary basis.

Installation

The connection of a circuit, dedicated access line, or port for new, changed or an additional Service.

Interruption

A condition whereby the Service or a portion thereof is inoperative, beginning at the time of notice by the Customer to NTI that such Service is inoperative and ending at the time of restoration.

Inter Office Channel

An Inter Office Channel (IOC) is a channel on an NTI facility from NTI POP to NTI POP. At that point the channel can be terminated, connected to another IXC, the Customer, or the LEC.

Interexchange Carrier Service (IXC)

Service provided by a Carrier between Local Exchange Carrier Exchange units.

Kbps

Kilobits per second.

Local Access

The Service between a Customer's Premises and an NTI designated Point-of-Presence.

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2. Definitions - (cont'd)

Local Access Provider

An entity providing Local Access.

Local Access Transport Area (LATA)

A geographical area established for the provision and administration of communications service, as provided for in the Modification of Final Judgement (MFJ), the consent decree between GTE Corporation and the Department of Justice, and any further modification thereof.

Local Exchange

A unit established by the Local Exchange Carrier for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. An exchange consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. As used in this Tariff, the term, "Exchange", is similar with "local calling" area.

Local Exchange Carrier (LEC)

Any telephone company that has been granted a certificate of Public Convenience and Necessity by a State Commission which provides local exchange telephone service to Customers.

Mbps

Megabits per second

Mileage Determination

Where mileage is used for rate determination purposes, calls are measured from the rate center of the Subscriber's terminal or switch location to the rate center of the destination of the call. The distance between the rate centers of the Subscriber's switch and the destination point is calculated by using the vertical ("V") and horizontal ("H") coordinates found in AT&T Tariff FCC No. 10, in the following manner. Step 1 - Obtain the V and H coordinates for the Subscriber's switch and the destination point. Step 2 - Obtain the difference between the V coordinates of each of the rate centers. Obtain the difference between the H coordinates of each of the rate centers. Step 3 - Square the differences obtained in Step 2. Step 4 - Add the squares of the V difference and H difference obtained in Step 3. Step 5 - Divide the sum of the squares obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results

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2. Definitions - (cont'd)

Mileage Determinatino (cont'd.)

from the division. Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the rate centers.

Multiplexing

The sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Services for more efficient facility capacity usage, or vice versa.

NNI (Network to Network Interface)

A frame relay access point where the user connects to NTI's frame relay network from another frame relay network.

Nonrecurring Charges

One-time charges.

Other Common Carrier

A common carrier, other than NTI, providing domestic or international communications service to the public.

Payment Method

The manner in which the Customer is authorized to pay charges for the Company's Services.

Points of Presence

Points of Presence (POP) are sites where the Company provides an interface between facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to NTI.

Premises

A building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

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2. Definitions - (cont'd)

PVC (Permanent Virtual Circuit)

A unidirectional logical channel from one frame relay port to another frame relay port. Multiple PVCs can originate and terminate on a single frame relay access port. A duplex PVC carries data to and from the designated ports.

Rate Center

A specified geographical location used for determining mileage measurements.

Reseller

A customer which resells the Company's transmission service for profit.

Restore

To make Service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

Service

Service means any or all Service(s) provided pursuant to this Tariff.

Service Commitment Period

The term elected by the Customer and stated on the Service order during which NTI will provide the Services subscribed to by the Customer.

Special Promotional Offerings

Special trial offerings, discounts, or modifications of its regular service offerings which the Company may, from time to time, offer to its Customers for a particular Service. Such offerings may be limited to certain dates, times, and locations.

Subscriber

The person, firm, partnership, corporation, or other entity which owns, leases, or manages the telecommunications facilities from which a Customer places a call utilizing the services of the Company.

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2. Definitions - (cont'd)

Switched Services

Switched services consists of the Company's voice service offerings as described in Section 5 and can be either outbound from the Customer or inbound to the Customer.

Switched 800 Service

A service whereby an inbound call is terminated to the Customer via a local line which line can be used for both local and long distance calling.

Switched Outbound Calling

A service provided by the Company that the Customer subscribes to and accesses by dialing 1+ the desired telephone number. This call utilizes feature group D, Company-controlled local access facilities in conjunction with the Customer's existing business lines, to originate a call from a Customer location.

UNI (User to Network Interface)

A frame relay access port where the user connects directly to NTI's frame relay network.

Travel Card

Customers access the use of their travel card through an 800- number which allows them to complete intrastate calls from any point in Iowa to any point in Iowa. Charges for these calls will be billed to a certain Company-issued calling card number which will appear on the Customer's monthly bill.

V & H Coordinates

Vertical and horizontal grid coordinates.

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3. General Regulations

3.1 Service Description

(a) Interexchange intraLATA and interLATA telecommunications service is the furnishing of NTI services for communications between specified locations between and among points within the state of Idaho under the terms of this Tariff.

(b) NTI, when acting at the customer's request, and as the customer's authorized agent, will make reasonable efforts to arrange for service requirements which may include terminal equipment, circuit conditioning or Equal Access Dialing.

(c) NTI will offer intraLATA and interLATA broadband services suitable for high-speed data, interactive video and other customized services requested by Idaho customers.

3.2 Interconnection with Other Common Carriers

NTI reserves the right to interconnect its Services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services concurrently with its own facilities for the provision of Services offered herein.

3.3 Undertaking of NTI

The Company undertakes to provide its interexchange intraLATA and interLATA telecommunications services between and among points within the state of Idaho in accordance with the terms and conditions set forth in this Tariff and the rules and regulations of the FCC and the requirements of the Communications Act of 1934, as amended. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for error in transmission or for failure to establish connections.

3.4 Use of Service

Customers are prohibited from and by their acceptance of service agree not to use the Services furnished by NTI for any unlawful purpose or for any purpose prohibited under the provisions of any regulatory order.

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3. General Regulations - (cont'd)

3.5 Liability of NTI. 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 damages claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

(a) The liability of NTI, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff, including but not limited to mistakes, omissions, interruptions, delays, errors or other defects in transmission occurring after service activation and during the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to Customer for the period of service during which such mistakes, occur and continue. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon NTI.

(b) Under no circumstances whatever shall NTI or its officers, agents, or employees be liable for indirect, incidental, special or consequential damages, except to the extent that such damages arise from their gross negligence or willful misconduct.

(c) NTI shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to fire, flood, or other catastrophes; Acts of God; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, or request of the United States Government, or any other government including state and local services having jurisdiction over the Company or the service provided hereunder; national emergencies; civil disorder, insurrections, riots, wars or regulations established or actions taken by any court or government agency having jurisdiction over NTI.

(d) NTI is not liable for any damage to Customer's premises or equipment arising out of the connection of any of NTI equipment or associated wiring on such premises, or from the installation or removal thereof except to the extent that such damage results from NTI's gross negligence or willful misconduct. Customer will indemnify and save and hold NTI harmless from any claims of the owner of Customer's premises or equipment, or other third party claims for such damages.

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3. General Regulations - (cont'd)

3.5 Liability of NTI - (cont'd)

(e) In the event parties other than Customer (e.g., Customer's customers) shall have use of the Service directly or indirectly through Customer, then 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.

(f) 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 EXCEPT AS SUCH DAMAGES ARE THE RESULT OF THE COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS WARRANTY AND THESE REMEDIES ARE EXCLUSIVE AND 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.

(g) The Customer may be responsible for taking all or part of the necessary legal steps for Interconnecting the Customer provided terminal equipment or facilities with the Company facilities. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

(h) With respect to the transmission of calls by the Company to public safety answering points or municipal Emergency Service providers, the Company shall not be liable for any direct, indirect, consequential, special, actual, or punitive changes which may result from damages incurred and proved by the Customer as the result of the Company's action, or failure to act, in routing or transmission of the Call, except a such damages may arise from the Company's gross negligence or willful misconduct.

3.6 Assignment

Assignment of a contract or service may be made under the following conditions:

(a). Customer of record (assignor Customer) requests such assignment or transfer in writing in accordance with paragraph (c) below and the new Customer (assignee Customer) notifies NTI in writing that it agrees to assume all outstanding obligations of the former Customer for use of NTI services. These obligations include all outstanding indebtedness for the use of NTI service. Consent to such assignment or transfer will not be unreasonably withheld.

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3. General Regulations (cont'd.)

3.6 Assignment (cont'd.)

(b) Any permitted assignment or transfer of NTI's service shall not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.

(c) Customer shall provide written notice to NTI at least forty-five (45) days prior to the effective date of any requested assignment or transfer. NTI agrees to respond to a request to assign or transfer to another Customer within thirty (30) days of receipt of notification. All terms and provisions contained in this Tariff shall apply to any assignee or transferee.

3.7 Allowance for Interruption of Service

If, for any reason, the service is interrupted or NTI fails to deliver the service, the Customer will only be charged for the service that was actually used.

3.8 Access to NTI's Interexchange IntraLATA and InterLATA Telecommunications Service

Interexchange intraLATA and interLATA telecommunications service is available to any customer subscribing to any of NTI's intrastate service offerings in any city in Idaho in which those services are offered.

(a) Where a customer subscribes to a direct connection between a customer's telephone system and NTI's point of presence, the customer may use NTI's interexchange telecommunications services by dialing the customer's PABX access code + telephone number per the North American Dialing Plan.

(b) Where a customer subscribes to NTI in an equal access converted central office, the customer may use NTI's interexchange telecommunications service by dialing 1 + the telephone number per the North American Dialing Plan.

(c) Where a customer subscribes to NTI private line point-to-point, point-to-multipoint broadband or narrowband data services, the service is subject to the availability of facilities and the provisions of this Tariff.

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3. General Regulations (cont'd.)3.9 Special Customer Arrangements

In cases where a customer requests a special or unique arrangement which may include engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this Tariff, the Company, at its option, may provide the requested services. Appropriate recurring charges and/or Nonrecurring Charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

3.10 Other Terms and Conditions

(a) The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in joint service offerings to their respective Customers.

(b) A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.

(c) The Customer shall be responsible for securing its telephone equipment against being used to place fraudulent calls using Company service. The Customer shall be responsible for payment of all applicable charges for services provided by the Company and billed to the Customer's accounts, even where those calls are originated by fraudulent means either from Customer's premises or from remote locations. In addition, the Customer shall be responsible for all calls charged by fraudulent means to Customer's calling card.

(d) If an entity other than the Company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a service, that entity's charges may, at the Company's option, be passed through to the Customer.

(e) The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any terms or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all time in full force and effect until modified in writing.

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3. General Regulations (cont'd.)

3.11 Company Provided Equipment

(a) The Customer agrees to operate any Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company's liability for interruption of Service and may make Customer responsible for damage to equipment.

(b) Customer agrees to return to the Company all Company provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

(c) The Company reserves the right to entrance for its employees, agents or contractors to the premises of the Customer, at any reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of service, removing the Company's equipment. It shall be the responsibility of the Customer to make any necessary arrangements with the owners of the premises for the entrance of the Company's employees.

3.12 Interruption of Service

(a) Credit allowances for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 3.5 herein. It shall be the obligation of the Customer or end user to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer or end user shall ascertain that the trouble is not being caused by any action or omission by the Customer within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.

(b) For purposes of credit computation, every month shall be considered to have 720 hours.

(c) No credit shall be allowed for an interruption of a continuous duration of less than two hours.

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3. General Regulations (cont'd.)

3.12 Interruption of Service

(d) The customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

$$\text{Credit} = A/720 \times B$$

"A" - Outage time in hours

"B" - Total monthly charge for affected facility

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4. Payment and Credit Regulations

4.1 Payment of Charges

(a) The Customer is responsible for payment of all charges for Services furnished to the Customer or its joint or authorized users. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public.

(b) The Company's bills are due upon receipt. Payments not received by the Company within thirty (30) days after the invoice date will accrue interest from the date of the invoice until payment is received at the rate of one and one-half percent (1.5%) per month or the maximum allowed by applicable law, whichever is less. Each account shall be granted not less than one complete forgiveness of a late payment charge each calendar year.

(c) In the event NTI must employ the services of attorneys for collection of charges due under this Tariff, Customer shall be liable for all costs of collection including a reasonable attorney's fee, court costs and other related expenses incurred therewith.

(d) It is the intention of NTI to conform strictly to applicable laws.

(e) The Company rounds up its charges to the next nearest whole cent when the charge is 1/100th of a cent over a whole cent.

(f) Billing to the Customer shall define each call as a separate line entry on the invoice to the Customer.

(g) The Company will not bill third party or collect calls.

4.2 Security of Payment

(a) The Company reserves the right to obtain credit information and to require that all Customers establish creditworthiness to the reasonable satisfaction of the Company. Upon application for service, Customer shall be deemed to have authorized the Company to obtain such routine credit information and verification as the Company shall require in accordance with its then existing credit policies.

(b) Customers are not required to pay the Company a deposit.

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4. Payment and Credit Regulations - (cont'd)

4.3 Billing Disputes

Disputes with respect to charges must be presented to the Company in writing within 30 days from the date the invoice is rendered or such invoice will be deemed to be correct and binding on the Customer.

4.4 Denial of Access to Service by the Company

Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this Tariff, subject to availability to the Company of facilities adequate to provide service to customer, provided that the Company reserves the right to deny the initiation of Service for any of the following reasons:

(a) Nonpayment of any sum due for service previously provided to Customer, where Customer's charges remain unpaid more than ten (10) days following notice of nonpayment from NTI. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to Customer's last known address; or

(b) The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting NTI from furnishing such service.

4.5 Reinstatement of Service

If Customer seeks reinstatement of service following denial of service by NTI, Customer shall pay the Company prior to the time service is reinstated all accrued and unpaid charges.

4.6 Discontinuation of Service

(a) Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon written notification to the Customer, without incurring any liability, discontinue the furnishing of such Service upon at least five (5) days notice to Customer. Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Tariff.

(b) The Company reserves the right to discontinue furnishing services upon written notice, when necessitated by conditions beyond its reasonable control.

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4. Payment and Credit Regulations (cont'd.)

4.6 Discontinuation of Service (cont'd.)

(c) Without incurring any liability, the Company may discontinue the furnishing of Service(s) to a Customer immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or Services.

(d) The discontinuance of Service by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance.

(e) The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

(f) Except as otherwise provided in this Tariff or as specified in writing by the party entitled to receive Service, notices may be given orally or in writing to the persons whose names and business addresses appear on the executed Service order.

(g) The Company may, without incurring any liability, discontinue the furnishing of Service based upon Customer's acts or omissions which constitute a violation of or a failure to comply with any regulation stated in this Tariff governing the furnishing of Service, but which violation or failure to comply does not constitute a material breach or does not pose any actual or threatened interference to NTI operation or its furnishing of services. NTI agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnecting service.

4.7 Right to Backbill for Improper Use of NTI's Services

Any person or entity which uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to NTI and which use, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this Tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of NTI services actually made by Customer.

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4. Payment and Credit Regulations (cont'd.)4.8 Tax Adjustment

All stated charges in this Tariff are computed by the Company exclusive of any federal, state, or local use, excise, gross receipts, sales or privilege taxes, duties, fees, or similar liabilities (other than general income or property taxes) whether charged to or against the Company or its Customer. Such taxes, fees, etc. shall be paid by the Customer in addition to the charges stated in this Tariff. All such taxes, duties, and fees shall each be shown as a separate line item on the Customer's monthly invoice.

4.9 Early Termination Liability

If the Customer elects to terminate this agreement prior to the expiration of the initial commitment term, the Customer agrees to reimburse NTI for the difference between the service billed under the contract prior to the date of termination and the applicable rates for service based upon the Customer's usage and length of time the service was provided. In the event of early termination, the Customer's applicable chargeback rate may equal, but will not exceed, the month-to-month service category-specific Base Rate as specified in the applicable NTI Tariff. In addition, the Customer agrees to reimburse NTI 110% of the face value of all promotional credits or discount certificates he/she received and claimed during the term of this term agreement.

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5. Service Offerings and Rates for Intra and InterLATA Interexchange Telecommunications Service

This section sets forth the rates and charges applicable to the Company's Domestic Telecommunications service. The rates are applicable to calls between points in Idaho.

5.1 General Switched Service Information

a) Determination of Duration

- (i) Chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console.
- (ii) Chargeable time ends when the connection is terminated.
- (iii) Chargeable time does not include time lost because of faults or defects in the Service.

b) Determination of Time of Day

Day, evening, and night/weekend times are determined by the local time of the calling party. For domestic calls, unless otherwise specified, the time periods are as follows:

Business Day Rate: Monday - Friday, 8:00 A.M. to 5:00 P.M.

Evening Rate: Monday - Friday, Sunday, 5:00 P.M. to 11:00 P.M.

Night/Weekend Rate: Monday - Sunday, 11:00 P.M. to 8:00 A.M.

Holiday rates apply New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas Day.

c) Calculation of Billable Time

Depending upon the product, calculation of billable time is based upon either six second, fifteen second, thirty second, or one minute increments.

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5. Service Offerings and Rates for Intra and InterLATA Interexchange Telecommunications Service (cont'd.)

5.1 General Switched Service Information(cont'd.)

c) Calculation of Billable Time (cont'd.)

(i) For six second products:

- (a) The initial six (6) seconds or fraction thereof is subject to the initial six (6) second rate.
- (b) The additional six (6) seconds are rounded in six (6) second increments, with the remaining seconds, if any, rounded up to the next six (6) second increment and billed at the additional six (6) second rate.

(ii) For fifteen second products:

- (a) The initial fifteen (15) seconds or fraction thereof is subject to the initial fifteen (15) second rate.
- (b) The additional fifteen (15) seconds are rounded in fifteen (15) second increments, with the remaining seconds, if any, rounded up to the next fifteen (15) second increment and billed at the additional fifteen (15) second rate.

(iii) For thirty second products:

- (a) The initial thirty (30) seconds or fraction thereof is subject to the initial thirty (30) second rate.
- (b) The additional thirty (30) seconds are rounded in thirty (30) second increments, with the remaining seconds, if any, rounded up to the next thirty (30) second increment and billed at the additional thirty (30) second rate.

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5. Service Offerings and Rates for Intra and InterLATA Interexchange Telecommunications Service

5.1 General Switched Service Information (cont'd.)

c) Calculation of Billable Time (cont'd.)

(iv) For one minute (sixty second) products:

- (a) The initial sixty (60) seconds or fraction thereof is subject to the initial sixty (60) second rate.
- (b) The additional sixty (60) seconds are rounded in sixty (60) second increments, with the remaining seconds, if any, rounded up to the next sixty (60) second increment and billed at the additional sixty (60) second rate.

5.2 Switched Services

(a) Switched Outbound Service is a switched "Dial-1" service which utilizes FG-D access facilities. Switched 800 Service is a switched inbound service with calls terminating to a local line. Switched 800 Service uses existing lines which can be used for both local and long distance calling.

(b) Switched Outbound and 800 Services in Norlight CONNECT Plus accounts are billed in 6 second increments and are subject to a six (6) second minimum charge. Switched Outbound and 800 Services in Norlight CONNECT accounts are billed in six (6) second increment and are subject to a fifteen (15) second minimum charge.

(c) Norlight CONNECT Plus Switched Outbound and 800 Services interLATA and intraLATA per minute rates are as follows:

Base Rate
\$.24

Rates for Norlight CONNECT accounts are discounted 5% off the Norlight CONNECT Plus base rate and there are no further discounts.

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5. Service Offerings and Rates for Interexchange IntraLATA and InterLATA Telecommunications Service (cont'd.)

5.2 Switched Services (cont'd.)

(d) Volume discounts for Norlight CONNECT Plus accounts are based on the total monthly Switched Outbound and 800 Services domestic usage applicable to the total amount billed and are available as follows:

Volume Discounts

- 5% if Volume over \$150
- 7% if Volume over \$500
- 9% if Volume over \$1,000
- 12% if Volume over \$2,000
- 16% if Volume over \$3,000
- 20% if Volume over \$4,000
- 22% if Volume over \$5,000

(e) Term Commitment discount table applicable to Norlight CONNECT Plus Switched Outbound and 800 Services. Term discounts are in addition to volume discounts.

Term Commitment of Service

<u>Minimum Revenue</u>	<u>Term Commitment of Service</u>		
<u>Commitment</u>	<u>12 Months</u>	<u>18 Months</u>	<u>24 Months</u>
\$150	5.00%	7.00%	8.50%
\$500	5.00%	7.00%	8.50%
\$1,000	5.00%	7.00%	8.50%
\$2,000	5.00%	7.00%	8.50%
\$3,000	5.00%	8.50%	9.50%
\$4,000	2.00%	5.50%	6.50%
\$5,000	2.00%	5.50%	6.50%

(f) 2, 3, or 4-digit accounting codes available with a monthly recurring charge per customer location of \$10.00 and a one-time installation fee of \$15.00 per customer location.

(g) Minimum monthly revenue commitments are calculated from the Base Rate in each service category and are cumulative, and may be comprised of one or more of the following NTI service offerings: Switched Outbound Service and Switched 800 Service.

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5. Service Offerings and Rates for Interexchange IntraLATA and InterLATA Telecommunications Service (cont'd.)

5.2 Switched Services (cont'd.)

(h) Norlight CONNECT accounts are charged a monthly fee of \$2.00. Norlight CONNECT Plus accounts are charged a monthly fee of \$10.00 and have a \$150 monthly minimum charge.

(i) In addition to the Switched 800 Service per minute rates listed above, there is a recurring \$10 monthly charge per 800- or 888- number (maximum charge of \$50 per Customer), with a one-time installation fee of \$5 per 800- or 888- number (maximum charge of \$50 per Customer.) Also, applicable local access charges will apply.

5.3 Dedicated Services

(a) Dedicated Outbound Service is an outbound service with calls originating from a dedicated line. Dedicated 800 Service is an inbound service with calls terminating to a dedicated line. Customer or NTI provides access to NTI's Dedicated Outbound or Inbound Point of Presence.

(b) Installation and monthly charges for Special Access Lines or T-1s used in connection with Dedicated 800 Service will be billed by the service provider.

(c) Norlight Total CONNECT Dedicated Services are billed in six (6) second increments subject to a six (6) second minimum charge.

(d) Norlight Total CONNECT Dedicated Outbound and 800 Services intraLATA and interLATA rates, per minute:

Base Rate
\$.17

(e) Local access charges shall apply in addition to the Dedicated Outbound and 800 Services per minute rates listed above.

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5. Service Offerings and Rates for Interexchange IntraLATA and InterLATA Telecommunications Service (cont'd.)

5.3 Dedicated Services (cont'd.)

(f) Norlight Total CONNECT accounts have a \$250 monthly minimum charge.

(g) Volume discounts for Norlight Total CONNECT accounts are based on the total monthly Dedicated Outbound Service and/or Dedicated 800 Service monthly domestic usage, and are available as follows:

- 5% for Volume over \$1,000
- 7% for Volume over \$2,500
- 9% for Volume over \$5,000
- 12% for Volume over \$7,500
- 16% for Volume over \$10,000
- 20% for Volume over \$20,000
- 22% for Volume over \$40,000

(h) Term Commitment discount table applicable to Norlight Total CONNECT Dedicated Outbound Service and Dedicated 800 Service. Term discounts are in addition to volume discounts.

Minimum Revenue Commitment	<u>Term Commitment of Service</u>		
	<u>12 Months</u>	<u>18 Months</u>	<u>24 Months</u>
\$1,000	5.00%	7.00%	8.50%
\$2,500	5.00%	7.00%	8.50%
\$5,000	5.00%	7.00%	8.50%
\$7,500	5.00%	7.00%	8.50%
\$10,000	5.00%	8.50%	9.50%
\$20,000	2.00%	5.50%	6.50%
\$40,000	2.00%	5.50%	6.50%

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5. Service Offerings and Rates for Interexchange IntraLATA and InterLATA
Telecommunications Service (cont'd.)

5.3 Dedicated Services (cont'd.)

(i) 2, 3 or 4-digit accounting codes available with a monthly recurring charge per customer fee of \$10.00 and a one-time installation fee of \$15.00 per customer location.

(j) Minimum monthly revenue commitments are calculated from the Base Rate in each service category and are cumulative, and may be comprised of one or more of the following NTI service offerings: Dedicated Outbound Service and/or Dedicated 800 Service.

(k) Applicable local access charges may also apply.

5.4 Other Voice Services

(a) Travel Card

(i) NTI Travel Card is an inbound gateway service whereby the caller dials an 800- number plus a customer-specific calling code to gain access to information, travel, call delivery and voice mail services. It permits customers to place calls using touch tone and rotary phones from anywhere in the State of Iowa to the Customer's location. Calls originating from rotary phones will be completed with the assistance of an operator. Travel card calls are charged in six second initial increments and six second additional increments.

(ii) Travel card base rates are \$.2700 per minute for CONNECT accounts and \$.2500 per minute for CONNECT Plus accounts.

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5. Service Offerings and Rates for Interexchange Intra and InterLATA Telecommunications Service (cont'd.)

5.4 Other Voice Services (cont'd.)

(a) Travel Card (cont'd.)

(iii) Travel Card special features and rates - all charges are in addition to the base per minute rate.

<u>Feature</u>	<u>Monthly Recurring Rate</u>
1) Account Codes	No Charge
2) Speed Dialing	No Charge
3) Messaging Services	
Voice Mail-Charges apply when leaving and reviewing messages.	
Individual account	\$.40 per minute
Group and Guest account	\$.40 per minute
4) Electronic Information Services	
News, weather, sports, financial, other miscellaneous services	\$.50 per minute
5) Directory Assistance	
Per number lookup	\$1.00
Call completion	\$.50
6) Conference calling	
Per minute charge	\$.50
Operator-assisted additional parties, per leg	\$1.25
7) Message delivery	
Maximum automated three-minute message	\$1.00 per message

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5. Service Offerings and Rates for Interexchange Intra and InterLATA Telecommunications Service (cont'd.)5.4 Other Voice Services (cont'd.)(b) Directory Assistance

The Company provides the service of connecting its subscribers to Directory Assistance for a charge. Subscribers will be subject to the regulations governing Directory Assistance pertaining to the number of Directory Assistance listings requested per call as allowed in the State of Iowa by the State Commerce Commission.

A credit allowance for Directory Assistance will be provided upon request if the subscriber experiences poor transmission quality, is cut-off, receives an incorrect telephone number, or misdials the intended DA number.

Subscribers will be eligible for a complimentary allowance of seven (7) free calls per month, per line, for the first twelve (12) months service is provided to Customer. Thereafter, Customer shall be eligible for a complimentary allowance of two (2) free calls per month per line

Handicapped individuals who identify themselves as being unable to look up a directory assistance number because of being visually, physically, or mentally handicapped in a way that makes the customer unable to use a telephone directory, shall be exempt from charges. Formal identification shall be in written form submitted to the Company, including a Doctor's (or other appropriate professional's) certificate indicating handicapped status.

- (i) The charge for a Directory Assistance call is \$0.75 per call.

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5. Service Offerings and Rates for Interexchange IntraLATA and InterLATA Telecommunications Service (cont'd.)

5.4 Other Voice Services (cont'd.)

(c) 800 Service Advanced Product Features and Rates

The following advanced product features and accompanying charges are available with Switched 800 Service and Dedicated 800 Service.

(i) Call blocking by NPA - \$100 installation and \$25 change in service charge.

(ii) DNIS (Dialed Number Identification Service) - \$100 installation charge and \$25 change in service charge.

(iii) Special routing, including time of day routing, day of week routing, day of year routing, location routing, percentage allocation routing, and route advance - \$100 installation, \$50 monthly charge, and a \$25 change in service charge.

(d) Ancillary Charges

<u>Ancillary Service</u>	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
1) Dedicated Access Lines		
T-1 Port Charges		
Customer-direct to DMS-250 Switch	\$100.00 per T-1	\$450.00 per T-1
Multiplexed Data Service	\$50.00 per T-1	\$450.00 per T-1
2) 800 Number Directory Listing	\$25.00 per number	\$15.00 per number

(e) Operator Services

The Company does not currently offer operator services.

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5.4 Other Voice Services (cont'd.)

(f) Authorized NTI Partner Program Pricing

Authorized NTI Partner Program Pricing is available exclusively through the NTI Agency Sales Program. Intrastate state rates are as set out in Section 5 of this Tariff.

5.5 Private Line Services

(a) DS-0 Voice Grade Services

Included in this section are rates for two and four wire tie lines, OPX lines, and analog voice and data channels. Generally, these circuits are in a point-to-point configuration, but may from time to time, be configured in a point-to-multipoint or multi-drop configuration, and are provided on an as available basis. Circuit configurations generally consist of a local loop at each end of the NTI-provided IXC channel. The local loop may be provided by the Company, the prevailing regional Bell operating company, local independent telephone company, an alternative local access provider, or any combination thereof.

Charges applicable to DS-0 Voice Grade Services are as follows:

Mileage Band	Monthly Recurring						Non** recurring
	<u>12-month</u>		<u>36-month</u>		<u>60-month</u>		
	<u>Fixed</u>	<u>Variable*</u>	<u>Fixed</u>	<u>Variable*</u>	<u>Fixed</u>	<u>Variable*</u>	
0 - 50	\$ 205.00	\$0.0000	\$ 185.00	\$0.0000	\$ 164.50	\$0.0000	\$200.00
51 - 125	\$ 170.00	\$0.7000	\$ 153.00	\$0.6400	\$ 134.50	\$0.6000	\$200.00
126 - 300	\$ 241.95	\$0.4100	\$ 219.39	\$0.3700	\$ 196.35	\$0.3500	\$200.00
> 300	\$ 334.11	\$0.2750	\$ 302.01	\$0.2500	\$ 274.95	\$0.2350	\$200.00

* Per DS-0 mile.

** Additional non-recurring charges may apply, subject to circuit specifics, and shall be quoted on an individual case basis.

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5. Service Offerings and Rates for Interexchange IntraLATA and InterLATA Telecommunications Service (cont'd.)

5.5 Private Line Services (cont'd.)

(b) DS-0 Digital Data Services

Included in this section are rates for 9.6 kbps, 14.4 kbps, 19.2 kbps, 56 kbps and 64 kbps data channels. Generally, these circuits are in a point-to-point configuration, but may from time to time, be configured in a point-to-multipoint or multi-drop configuration, and are provided on an as available basis. Circuit configurations generally consist of a local loop at each end of the NTI-provided IXC channel. The local loop may be provided by the Company, the prevailing regional Bell operating company, local independent telephone company, an alternative local access provider, or any combination thereof.

Charges applicable to DS-0 Digital Data Services are as follows:

Mileage Band	<u>12-month</u>		<u>36-month</u>		<u>60-month</u>		Non** recurring
	<u>Fixed</u>	<u>Variable*</u>	<u>Fixed</u>	<u>Variable*</u>	<u>Fixed</u>	<u>Variable*</u>	
0 - 50	\$ 205.00	\$0.0000	\$ 185.00	\$0.0000	\$ 164.50	\$0.0000	\$200.00
51 - 125	\$ 170.00	\$0.7000	\$ 153.00	\$0.6400	\$ 134.50	\$0.6000	\$200.00
126 - 300	\$ 241.95	\$0.4100	\$ 219.39	\$0.3700	\$ 196.35	\$0.3500	\$200.00
> 300	\$ 334.11	\$0.2750	\$ 302.01	\$0.2500	\$ 274.95	\$0.2350	\$200.00

* Per DS-0 mile.

** Additional non-recurring charges may apply, subject to circuit specifics, and shall be quoted on an individual case basis.

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5. Service Offerings and Rates for Interexchange IntraLATA and InterLATA Telecommunications Service (cont'd.)

5.5 Private Line Services (cont'd.)

(c) T-1 Digital Data Services

Included in this section are rates for point-to-point 1.544 Mbps T-1 service. T-1 services are provided on an as available basis. Circuit configurations generally consist of a local loop at each end of the NTI-provided IXC channel. The local loop may be provided by the Company, the prevailing regional Bell operating company, local independent telephone company, an alternative local access provider, or any combination thereof.

Charges applicable to T-1 Digital Data Services are as follows:

Monthly Recurring

Mileage <u>Band</u>	<u>12-month</u>		<u>36-month</u>		<u>60-month</u>		Non** <u>recurring</u>
	<u>Fixed</u>	<u>Variable*</u>	<u>Fixed</u>	<u>Variable*</u>	<u>Fixed</u>	<u>Variable*</u>	
0 - 150	\$ 396.00	\$0.3000	\$ 360.00	\$0.2700	\$ 338.00	\$0.2540	\$400.00
151 - 250	\$ 882.00	\$0.1650	\$ 792.00	\$0.1500	\$ 774.80	\$0.1410	\$400.00
251 - 500	\$1080.00	\$0.1320	\$ 972.00	\$0.1200	\$ 912.80	\$0.1130	\$400.00
> 500	\$1218.00	\$0.1205	\$1098.00	\$0.1095	\$ 954.80	\$0.1095	\$400.00

* Per DS-0 mile.

** Additional non-recurring charges may apply, subject to circuit specifics, and shall be quoted on an individual case basis.

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5. Service Offerings and Rates for Interexchange IntraLATA and InterLATA Telecommunications Service (cont'd.)

5.5 Private Line Services (cont'd.)

(d) Fractional T-1 Digital Data Services

Included in this section are rates for point-to-point fractional T-1 (FT-1) service. Fractional T-1 channels are available in 128 kbps, 256 kbps, 384 kbps, 512 kbps and 768 kbps increments, and are provided on an as available basis. Circuit configurations generally consist of a local loop at each end of the NTI-provided IXC channel. The local loop may be provided by the Company, the prevailing regional Bell operating company, local independent telephone company, an alternative local access provider, or any combination thereof.

Charges applicable to FT-1 Digital Data Services are as follows:

Monthly Recurring

	<u>Term of Agreement</u>	<u>Fixed / Per V&H CM</u>		<u>Non-Recurring*</u>
128 kbps	1 Month	\$ 350	\$ 1.50	\$ 400
128 kbps	12 Months	\$ 350	\$ 1.00	\$ 400
128 kbps	36 Months	\$ 300	\$ 1.00	\$ 400
128 kbps	60 Months	\$ 250	\$ 0.90	\$ 400
256 kbps	1 Month	\$ 700	\$ 3.00	\$ 400
256 kbps	12 Months	\$ 700	\$ 2.00	\$ 400
256 kbps	36 Months	\$ 600	\$ 2.00	\$ 400
256 kbps	60 Months	\$ 500	\$ 1.80	\$ 400
384 kbps	1 Month	\$ 1,050	\$ 4.50	\$ 400
384 kbps	12 Months	\$ 1,050	\$ 3.00	\$ 400
384 kbps	36 Months	\$ 900	\$ 3.00	\$ 400
384 kbps	60 Months	\$ 750	\$ 2.70	\$ 400
512 kbps	1 Month	\$ 1,400	\$ 6.00	\$ 400

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5. Service Offerings and Rates for Interexchange IntraLATA and InterLATA Telecommunications Service (cont'd.)

5.5 Private Line Services (cont'd.)

(e) Fractional T-1 Digital Data Services

	<u>Term of Agreement</u>	<u>Monthly Recurring</u>		<u>Non-Recurring*</u>
		<u>Fixed</u>	<u>Per V&H CM</u>	
512 kbps	12 Months	\$ 1,400	\$ 4.00	\$ 400
512 kbps	36 Months	\$ 1,200	\$ 4.00	\$ 400
512 kbps	60 Months	\$ 1,000	\$ 3.60	\$ 400
768 kbps	1 Month	\$ 2,100	\$ 9.00	\$ 400
768 kbps	12 Months	\$ 2,100	\$ 6.00	\$ 400
768 kbps	36 Months	\$ 1,800	\$ 6.00	\$ 400
768 kbps	60 Months	\$ 1,500	\$ 5.40	\$ 400

* Additional non-recurring charges may apply, subject to circuit specifics, and shall be quoted on an individual case basis.

(f) DS-3 Digital Data Services

Included in this section are rates for point-to-point 45 Mbps DS-3 service. DS-3 services are provided on an as available basis. Circuit configurations generally consist of a local loop at each end of the NTI-provided IXC channel. The local loop may be provided by the Company, the prevailing regional Bell operating company, local independent telephone company, an alternative local access provider, or any combination thereof.

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Boise, Idaho

5. Service Offerings and Rates for Interexchange IntraLATA and InterLATA Telecommunications Service (cont'd.)

5.5 Private Line Services (cont'd.)

(f) DS-3 Digital Data Services (cont'd.)

Charges applicable to DS-3 Digital Data Services are as follows:

Monthly Recurring

<u>Term of Agreement</u>	<u>Fixed / Per DS-0 CM</u>		<u>Non-Recurring**</u>
1 Month	N/A	N/A	N/A
12 Months * (note 1)	\$ 0	\$.1063	\$1,500
36 Months * (note 1)	\$ 0	\$.0959	\$1,500
60 Months * (note 1)	\$ 0	\$.0865	\$1,500

*(note 1) - Minimum DS-3 IXC channel charge is \$ 4,000 per month.

** Additional non-recurring charges may apply, subject to circuit specifics, and shall be quoted on an individual case basis.

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5. Service Offerings and Rates for Interexchange IntraLATA and InterLATA Telecommunications Service (cont'd.)

5.6 Frame Relay Services

(a) Frame Relay Services

Frame relay pricing is based upon: type of frame relay access port, speed and location; number of PVCs; and CIR. Tier location is based upon Company POP and facilities at that location. Volume and term discounts are available. Circuit configurations generally consist of local access at each end of the Company-provided frame relay network. The local access may be provided by the Company, the prevailing regional Bell operating company, local independent telephone company, and alternative local access provider, or any combination thereof.

(b) Standard Frame Relay (UNI Connection)

<u>Available Port Access</u>	<u>CIR Included</u>	<u>NTI Non-Recurring</u>	<u>Local Non-Recurring</u>	<u>Month-to-Month Recurring</u>	<u>Local Access Recurring</u>
Tier I					
DS-O	8k	\$300	ICB	\$160	ICB
128k	16k	\$300	ICB	\$286	ICB
256k	32k	\$300	ICB	\$449	ICB
384k	48k	\$300	ICB	\$589	ICB
512k	64k	\$300	ICB	\$721	ICB
768k	96k	\$550	ICB	\$883	ICB
1024k	128k	\$550	ICB	\$1,033	ICB
DS-1	192k	\$550	ICB	\$1,240	ICB
Tier II					
DS-O	8k	\$300	ICB	\$160	ICB
DS-1	16k	\$550	ICB	\$1,240	ICB
Tier III					
DS-O	8k	\$300	ICB	\$295	ICB
DS-1	192k	\$550	ICB	\$1,917	ICB

Port charges include a fee for coordinating local access - \$50 non-recurring and \$20 per month recurring. Monthly recurring charges include one PVC from main site to remote sites.

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5. Service Offerings and Rates for Interexchange IntraLATA and InterLATA Telecommunications Service (cont'd.)

5.6 Frame Relay Services (cont'd.)

(b) Standard Frame Relay (UNI Connection) (cont'd.)

Tier I cities include: Afton, WI; Appleton, WI; Chicago, IL; DeKalb, IL; Eau Claire, WI; Green Bay, WI; Madison, WI; Milwaukee, WI; Racine, WI; and Rockford, IL.

Tier II cities include: Fond du Lac, WI; Hanover Park, IL; Iron Mountain, MI; LaCrosse, WI; Oshkosh, WI; Sheboygan, WI; Stevens Point, WI; Superior, WI; Wausau, WI; and Winona, MN.

Tier III cities include: Jefferson, WI and Mattoon, IL, and all locations in Iowa.

(c) NNI Frame Relay (NNI Connection)

<u>Available Port Access</u>	<u>CIR Included</u>	<u>NTI Non-Recurring</u>	<u>Local Non-Recurring</u>	<u>Month-to-Month Recurring</u>	<u>Local Access Recurring</u>
Tier I					
DS-O	8k	\$300	\$375	\$108	\$110
128k	16k	\$300	\$465	\$155	\$250
256k	32k	\$300	\$465	\$256	\$250
384k	48k	\$300	\$465	\$425	\$250
512k	64k	\$300	\$465	\$574	\$250
768k	96k	\$550	\$465	\$729	\$250
1024k	128k	\$550	\$465	\$904	\$250
DS-1	192k	\$550	\$465	\$1,073	\$250

Port charges include a fee for coordinating local access - \$50 non-recurring and \$20 per month recurring. Monthly recurring charges include one PVC from main site to remote sites.

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5. Service Offerings and Rates for Interexchange IntraLATA and InterLATA Telecommunications Service (cont'd.)

5.6 Frame Relay Services (cont'd.)

(c) NNI Frame Relay (NNI Connection) (cont'd.)

NNI connections available in: Rochester, MN; Duluth, MN; St. Cloud, MN; Minneapolis, MN; Sioux City, IA; Des Moines, IA; Davenport, IA; Cedar Rapids, IA; Fargo, ND; Bismarck, ND; South Dakota; Omaha, NE; and Grand Island, NE. Iowa locations carry an additional \$25 monthly recurring charge; North Dakota, South Dakota, and Nebraska locations carry an additional \$50 monthly recurring charge.

(d) Additional Frame Relay Products

Additional CIR is available in 1k increments at \$2.00 per k per month. Additional purchased CIR is not subject to volume or term discounts.

Additional PVCs are available for \$15 non-recurring for each PVC, and monthly recurring charges of \$15 plus charge per k of CIR for each PVC. Additional PVCs purchased are not subject to volume or term discounts.

(e) Volume Discounts

Volume discounts are available per port and based upon number of sites and type of service. Volume discounts are available only with 36 and 60 month terms.

<u>Number of Sites</u>	<u>DS-1/Fractional DS-1 Ports</u>	<u>DS-0 Ports</u>
Less than 25	0.0%	0.0%
25-50	2.0%	4.0%
51-100	3.0%	6.0%
101-250	4.0%	8.0%
Greater than 250	5.0%	10.0%

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5. Service Offerings and Rates for Interexchange IntraLATA and InterLATA
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5.6 Frame Relay Services (cont'd.)

(f) Term Discounts. Term discounts are available and based on length of term.
Charges for local access coordination are not discounted.

<u>Term Length</u>	<u>Discount</u>
Month to month	0%
12 months	15%
24 months	25%
36 months	31%

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6. Special Construction

Special construction charges will be made whenever facilities are provided to accommodate special Customer requirements. The special construction charge will be based on the costs which are incurred to satisfy the Customer's requirements.

7. Special Promotions and Discounts

The Company may from time to time engage in Special Promotional or Discount Offerings designed to attract new customers or increase customer usage. In all such cases, the rates charged will not exceed those specified in Section 5 of this Tariff.

8. Glossary of Acronyms

ASR	Access Service Request
CM	Circuit Miles
FCC	Federal Communications Commission
ICB	Individual Case Basis
LATA	Local Access Transport Area
V & H	Vertical and Horizontal Grid coordinates
IOC	Inter-Office Channel
IXC	Inter-exchange Channel
KBPS	Kilo-bit per second
LEC	Local Exchange Carrier
MBPS	Mega-bit per second
NA	Not Applicable or Not Available
NC	No Charge
NTI	Norlight Telecommunications, Inc.
PABX	Public Access Branch Exchange
POP	Point of Presence

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