

NC

Telecommunications  
E Commerce  
Technology  
Corporate & Finance  
Trademarks  
Proprietary Rights  
Complex Litigation  
General Business Law

## The Helein Law Group, P.C.

8180 Greensboro Drive  
Suite 700  
McLean, VA 22102

(703) 714-1300 (Telephone)  
(703) 714-1330 (Facsimile)  
mail@thlglaw.com

Management Consulting Group  
GTC Consultants, Inc.  
(703) 714-1307 (Telephone)

Writer's Direct Dial Number

(703) 714-1313

Writer's E-mail Address

jsm@thlglaw.com

April 3, 2003

### VIA OVERNIGHT COURIER

Docketing Control  
Ohio Public Utilities Commission  
180 East Broad Street  
Columbus, Ohio 43215-3793

03-927-CT-2TA

**RE: Touch America, Inc. – Case No. 00-1481-CT-ACE  
P.U.C.O. Tariff No. 2 and Explanation of Product Consolidation**

Ladies and Gentlemen:

On behalf of Touch America, Inc. ("TA"), transmitted herewith is an original plus three copies of its Form 563 Registration Form and P.U.C.O. Tariff No. 2, which cancels and replaces in its entirety, TA's P.U.C.O. Tariff No. 1.

The purpose of this letter is to explain the purpose of the Tariff No. 2 filing and identify products and plans in Tariff No. 2 that are either: (i) discontinued, with no customers subscribed or affected; (ii) consolidated; or (iii) continued under new names and under modified conditions.

The purpose of filing Tariff No. 2, which cancels and replaces in its entirety the company's Tariff No. 1, relates to product consolidation associated with a TA acquisition. On June 30, 2000, TA purchased the in-region long distance customer base of Qwest Communications International Inc. ("Qwest") ("in-region" referring to the 14-state former US WEST local exchange territory). In order to serve transferred customers in the in-region states TA was required to tariff products and plans previously offered to these in-region customers by Qwest. TA did so.

At the time of the Qwest transaction, TA was not certified in many "out-of-region" states. Following the transaction, however, TA desired to provide services nationwide. Initially, TA's plan was to sell to out-of-region customers the same

This is to certify that the images appearing are an  
accurate and complete reproduction of a case file  
document delivered in the regular course of business  
Technician \_\_\_\_\_ Date Processed 4.4.03

---

products and plans it acquired from Qwest for purposes of serving transferred in-region customers. Therefore, when applying to the Commission for certification, TA included its Tariff No. 1, which contained products and plans inherited from Qwest.

By the time its certification application was approved, however, TA's marketing plan changed. Ultimately, TA neither marketed nor sold a great many of the "inherited" products and plans in its Tariff No. 1. Instead, TA limited its sales and marketing to the following, as tariffed in its Tariff No. 1:

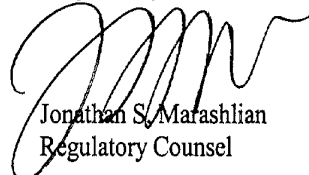
Audio Conferencing	Sold to business customers only
Enhanced 800/888/877 Toll Free	Sold to business customers only
Millenium I	Sold to residential customers only, now "Home Anywhere"
Direct Optimum	Sold to residential customers only, now "TA Casual Calling"
TA Confidence	Sold to business customers only, now consolidated as "Business Anywhere – Switched and Business Anywhere – Dedicated"
TA Promise	Sold to business customers only, now consolidated as "Business Anywhere – Switched and Business Anywhere – Dedicated"

TA filed this Tariff No. 2 to accurately reflect the company's current product offerings in out-of-region states. Rather than deleting over 100 pages of products and plans that were never offered and to which no customers subscribed, TA has replaced the Tariff No. 1 in its entirety. A complete list of such discontinued products and plans with no customers subscribed is attached at **Exhibit 1**, hereto.

An additional copy of this filing is also enclosed, to be date-stamped and returned in the postage-prepaid envelope provided.

If you have any additional questions regarding the filings referenced herein, please do not hesitate to contact me.

Respectfully,



Jonathan S. Marashlian  
Regulatory Counsel

## EXHIBIT 1

### Discontinued Products and Plans/No Customers Subscribed

[illegible]

PUBLIC UTILITIES COMMISSION OF OHIO

PUBLIC COMPETITIVE TELECOMMUNICATIONS SERVICE PROVIDER

563 REGISTRATION FORM

ISSUED: December 21, 1995

In the Matter of the Application of )

Touch America, Inc. )

Case No

03-927-CT-ZTA  
~~00-1401-CT-ACE~~

Name of Registrant Touch America, Inc.

Registrant's Address 130 N. Main Street, Butte, Montana 59701

Contact Person Jonathan S. Marashlian, Esq. (Phone - 703-714-1300)

Date April 3, 2003 TRF Docket No. - - - -CT-TRF

- I. Indicate the reason for submitting this form (check only one) (NOTES: 1. If a waiver is filed in conjunction with an automatic case, see I.D.2.b. of the 563 guidelines for the applicable automatic time frame; and 2. The number of copies noted below must be accompanied by an original filing. Facsimiles are not acceptable.):

- ☐ 1. (ABN) Withdrawal or Abandonment of all Services (14-day notice, 13 copies)
- ☐ 2. (ACE) New Operating Authority (30-day approval, 10 copies)
  - ☐ IXC ☐ AOS ☐ CAP ☐ Cellular ☐ Paging
  - ☐ Other \_\_\_\_\_
- ☐ 3. (AMT) Merger (14-day notice, 13 copies)
- ☐ 4. (ATE) Transfer or Transaction Affecting Operating Authority (14-day notice, 7 copies)
- ☐ 5. (ARJ) All Other Requests for Relief from Jurisdiction (NOT automatic, 10 copies)
- ☐ 6. (MTW) "Me Too" Waiver (30-day approval, 10 copies)
- ☐ 7. (RRJ) Interexchange Switchless Rebiller Request for Relief from Jurisdiction (30-day approval, 10 copies)
- ☐ 8. (WVR) Request for Waiver from Portion(s) of 563 pursuant to I.D.3. of the 563 guidelines. (NOT automatic, 10 copies)
- ☐ 9. (ZAC) Contract (0-day notice, 10 copies)
- ☐ 10. (ZCN) Change of Name (0-day notice, 10 copies)
- ☐ 11. (ZCO) Change in Ownership (0-day notice, 10 copies)
- ☒ 12. (ZTA) Introduction of new tariffed service(s), textual revision, correction of error, addition of service area(s), etc. (0-day notice, 10 copies)
- ☐ 13. (UNC) Unclassified (explain) \_\_\_\_\_ (NOT automatic, 10 copies)
- ☐ 14. Other (explain) \_\_\_\_\_ (NOT automatic, 10 copies)

THE FOLLOWING ARE TRF FILINGS ONLY, NOT NEW CASES (0-day notice, 3 copies)

- ☐ 15. Introduction or Extension of Promotional Offering
- ☐ 16. New Price List Rate for Existing Service.
- ☐ 17. Designation of Registrant's Process Agent(s)

- II. Indicate which of the following exhibits have been filed. The numbers (corresponding to the list above) indicate, at a minimum, the types of cases in which the exhibit is required:

- ☐ A copy of registrant's proposed informational tariff. (2)
- ☐ Statement affirming that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio. (2)
- ☐ List of names, addresses, and phone numbers of officers and directors, or partners. (2-4)
- ☐ Brief description of service(s) proposed, as well as the targeted market(s). (2)
- ☒ Copy of tariff sheet(s) & price list(s) superseded, marked as Exhibit A. (1,3-4,6, 8,10,12-16)



- ☐ Copy of revised tariff sheets & price lists, marked as Exhibit B. (1,3-4,6,8,10,12-16)
- ☐ If increase to residential MTS, DA, or traditional operator surcharges, specify which notice procedure will be utilized: \_\_\_\_\_ real time; or \_\_\_\_\_ annual. (12, 16)
- ☐ Copy of real time notice which has been provided to customers. (1,3,10-12,16)
- ☐ Copy of annual notice which will be sent to customers is: \_\_\_\_\_ included with this filing; or will be filed with the Commission \_\_\_\_\_ (month) \_\_\_\_\_ (year). (16)
- ☐ Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected. Specify for each service affected whether it is business \_\_\_\_, residence \_\_\_\_, or both \_\_\_\_ as well as whether it is a switched \_\_\_\_ or dedicated \_\_\_\_ service. Include this information in either the cover letter or label as "Exhibit C". (3,6,8,12-15)
- ☐ Delineation of any deaveraged message toll service, if applicable. (6, 12-16)
- ☐ Statement explaining rationale for proposal. (1,3-5,10-11)
- ☐ List of Ohio counties specifically involved or affected (1-6,8,10,16)
- ☐ Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). (2-4,7,10) (In transfer of certificate cases, the transferee's good standing must be established).
- ☐ Justification for waiver of specific element(s) of 563. (6,8)
- ☐ Responses to questions contained in Appendix A, Attachment 4 to the 563 guidelines (7)
- ☐ For radio common carriers, a statement affirming that registrant has obtained all necessary Federal authority to conduct operations being proposed, and that copies have been furnished by cellular, paging, and mobile companies to this Commission of any Form 401, 463, and/or 489 which the applicant has filed with the Federal Communications Commission. (2-4)
- ☐ Other information requested by the Commission staff.

III. Registrant hereby attests to its compliance with the following requirements in the Service Requirements Form, as well as all pertinent entries and orders issued by the Commission with respect to these issues. Further, registrant hereby affirms that it will maintain with its TRF docket an up-to-date, properly marked, copy of the Service Requirements Form available for public inspection.

Mandatory requirements for all CTS providers:

- ☒ Sales tax:
- ☒ Deposits

Service requirements for CTS providers of certain services (check all applicable):

- ☐ Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service
- ☐ Emergency Services Calling Plan
- ☐ Alternative Operator Service (AOS) requirements
- ☐ Limitation of Liability
- ☐ Termination Liability Language

IV. List names, titles, and addresses of those persons authorized to make and/or verify filings at the Commission on behalf of the registrant:

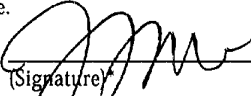
Jonathan S. Marshlian, Regulatory Counsel, The Helein Law Group,  
8180 Greensboro Drive, Suite 700, McLean, Virginia 22102

NOTE: An annual report is required to be filed with the Commission by each company on an annual basis. The annual report form will be sent for completion to the address and individual(s) identified in this Section unless another address or individual is so indicated.

---

**VERIFICATION**

I, [Name/Title] Jonathan Marashlian verify that I have utilized, verbatim, the Commission's 563 Registration Form issued December 21, 1995 and that all of the information submitted here, and all additional information submitted in connection with Case No. 00 - 1481 -CT- ACE is true and correct to the best of my knowledge.

  
(Signature) \_\_\_\_\_ 4/3/03 \_\_\_\_\_  
(Date)

\* A verification is required for every filing. It may be signed by counsel or a process agent designated by the Registrant, except that initial certification cases (ACE) must be signed by an officer of the registering entity.

Send your completed Registration Form, including all required attachments as well as the required number of copies, to:

Public Utilities Commission of Ohio  
Attention: Docketing Division  
180 East Broad Street  
Columbus, OH 43215-3793

---

**EXHIBIT A**

Superseded Tariff No. 1

---

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 1  
Original Title Page

**TITLE PAGE**

TARIFF CONTAINING REGULATIONS AND RATES  
For END USER

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

Of

TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
Phone: (406) 496-5100  
Toll-Free: (800) 823-4874

Within

THE STATE OF OHIO

CASE No. \_\_\_\_\_

ACCOUNT No. \_\_\_\_\_

For Customer Inquiries and Complaints, Please Write to or Call the Following:

TOUCH AMERICA, INC.  
Customer Service Center  
1903 S. Russell  
P.O. Box 5207  
Missoula, Montana 59806  
Phone: (406) 523-3605  
Toll-Free: (800) 823-4664  
Facsimile: (406) 523-3606  
Toll-Free Fax: (800) 823-3299

NOTES:

1. This tariff applies to the Competitive Facilities-Based and Resold Interexchange Telecommunications Services furnished by Touch America, Inc. ("Touch America") throughout the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio, and copies may be inspected during normal business hours at Touch America's principal place of business, 130 E. Main St., Butte, Montana 59701.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 1  
Original Page No. 1

**CHECK SHEET**

Pages 1 through 165 inclusive of this Tariff are effective as of the date shown at the bottom of the respective page(s). Revised pages as named below contain all changes from the original filing that are in effect on the date listed.

PAGE NO.	REVISION	PAGE NO.	REVISION
Title Page	Original	36	Original
1	Original	37	Original
2	Original	38	Original
3	Original	39	Original
4	Original	40	Original
5	Original	41	Original
6	Original	42	Original
7	Original	43	Original
8	Original	44	Original
9	Original	45	Original
10	Original	46	Original
11	Original	47	Original
12	Original	48	Original
13	Original	49	Original
14	Original	50	Original
15	Original	51	Original
16	Original	52	Original
17	Original	53	Original
18	Original	54	Original
19	Original	55	Original
20	Original	56	Original
21	Original	57	Original
22	Original	58	Original
23	Original	59	Original
24	Original	60	Original
25	Original	61	Original
26	Original	62	Original
27	Original	63	Original
28	Original	64	Original
29	Original	65	Original
30	Original	66	Original
31	Original	67	Original
32	Original	68	Original
33	Original	69	Original
34	Original	70	Original
35	Original	71	Original

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 1  
Original Page No. 2

CHECK SHEET (Cont'd)

PAGE NO.	REVISION	PAGE NO.	REVISION
72	Original	108	Original
73	Original	109	Original
74	Original	110	Original
75	Original	111	Original
76	Original	112	Original
77	Original	113	Original
78	Original	114	Original
79	Original	115	Original
80	Original	116	Original
81	Original	117	Original
82	Original	118	Original
83	Original	119	Original
84	Original	120	Original
85	Original	121	Original
86	Original	122	Original
87	Original	123	Original
88	Original	124	Original
89	Original	125	Original
90	Original	126	Original
91	Original	127	Original
92	Original	128	Original
93	Original	129	Original
94	Original	130	Original
95	Original	131	Original
96	Original	132	Original
97	Original	133	Original
98	Original	134	Original
99	Original	135	Original
100	Original	136	Original
101	Original	137	Original
102	Original	138	Original
103	Original	139	Original
104	Original	140	Original
105	Original	141	Original
106	Original	142	Original
107	Original	143	Original

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 1  
Original Page No. 3

CHECK SHEET (Cont'd)

PAGE NO.	REVISION	PAGE NO.	REVISION
144	Original		
145	Original		
146	Original		
147	Original		
148	Original		
149	Original		
150	Original		
151	Original		
152	Original		
153	Original		
154	Original		
155	Original		
156	Original		
157	Original		
158	Original		
159	Original		
160	Original		
161	Original		
162	Original		
163	Original		
164	Original		
165	Original		

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 1  
Original Page No. 4

**RESERVED FOR FUTURE USE**

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100



**TABLE OF CONTENTS**

	<u>Page No.</u>
Title Page.....	Title
Check Sheet .....	1
Table of Contents.....	5
Explanations of Symbols .....	9
Tariff Format .....	10
Concurring, Connecting or Other Participating Carriers .....	11
 SECTION 1 - Definitions .....	 12
 SECTION 2 - Rules and Regulations .....	 20
1. Description of Service .....	20
2. Locations of Service .....	21
3. Limitations of Service .....	21
4. Terms and Conditions.....	22
5. Use of Service.....	23
6. Interconnection .....	23
7. Liability/Credit Allowances .....	24
8. Minimum Service Period.....	28
9. Cancellation by Customer .....	28
10. Cancellation by COMPANY .....	29
11. Interruption of Service.....	30
12. Restoration of Service .....	31
13. Inspections.....	31
14. Testing and Adjusting.....	31
15. Special Customer Arrangements .....	31
16. Reserved .....	31
17. Customer Inquiries and Complaints .....	32
18. Notices.....	32
19. Payment and Billing .....	33
20. Security Deposit .....	35
21. Toll Free Service .....	36
22. Administration of Toll Free Numbers .....	38
23. Operator Services – Company Obligations .....	39
24. Operator Services – Aggregator Obligations.....	39
25. Operator Services – Billing Arrangements.....	40
26. Directory Assistance.....	41
27. Rounding Methods .....	42
28. Third Party Marketing Promotion .....	43
29. Dedicated Service .....	43
30. Information Provider Data.....	43
31. Line Seizure.....	43
32. Answer Supervision.....	44

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**TABLE OF CONTENTS (Cont'd)**

	<u>Page No.</u>
33. Restrictions .....	44
34. Special Access Surcharge.....	45
35. Gross Receipts Tax.....	46
36. Telecommunications Service Priority Provisioning and Restoration Of Service.....	46
37. Toll-Free Service Assurance Guarantee .....	47
38. Customer Satisfaction Guarantee .....	49
39. Minimum Usage Commitment .....	50
 SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES.....	 51
1. Audio Teleconferencing .....	51
2. Enhanced 800/888/877 Features.....	53
3. National Toll Free.....	56
4. Touch America Direct Toll Free.....	57
5. Personal 800 Service .....	59
6. USA Plan Service .....	60
7. Global-Card Calling Card.....	61
8. Global-Card + Calling Card .....	62
9. Radiance + Service .....	63
10. Choice Virtual Network Service (CVNS) .....	64
11. Dedicated Services .....	66
12. Reserved .....	69
13. Campus Talk Switched.....	70
14. Campus Talk Dedicated Service.....	71
15. TA Confidence .....	75
16. TA Purely Business .....	86
17. TA Simple-One Promise .....	89
18. TA Promise.....	94
19. Touch America One.....	113
20. Touch America Choice.....	115
21. 800 Calling Card Service.....	118
22. 800 Directory Assistance.....	119
23. "800 T-1" – Flat Rate Service .....	120
24. Dedicated Leased Line Service Rates.....	121
25. TA Flash .....	123
26. TA Communications Package .....	124
27. TA Savings Package.....	125
28. TA 1500 Package.....	126
29. Operator Services .....	127
30. Alternative Operator Services.....	130
31. TA Prepaid Calling Card Service – Series I.....	138
32. TA Prepaid Calling Card Service – Series II.....	144
33. TA Prepaid Calling Card Service – Series III .....	148
34. TA Prepaid Calling Card Service – Series IV .....	149

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**TABLE OF CONTENTS (Cont'd)**

	<u>Page No.</u>
35. Direct Optimum.....	151
36. Simplicity .....	154
37. Latitudes I.....	157
38. Latitudes II.....	159
39. Millennium I.....	161
40. Millennium II.....	162
41. Millennium III .....	164

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

---

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 1  
Original Page No. 8

**RESERVED FOR FUTURE USE**

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

---

**EXPLANATION OF SYMBOLS**

- (C) To signify changed conditions or regulation
- (D) To signify discontinued rate, regulation or condition
- (I) To signify increase
- (M) To signify that material has been transferred from another sheet or place in the tariff
- (N) To signify new rate, regulation, condition or sheet
- (R) To signify reduction
- (T) To signify a change in text for clarification

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**TARIFF FORMAT**

1. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between page 14 and 15 would be 14.1.
2. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Ohio Public Utilities Commission ("PUCO"). For example, the 4th revised page 14 cancels the 3rd revised page 14. Consult the check page for the page currently in effect.
3. Paragraph Numbering Sequence - While there are several possible levels of paragraph coding exemplified below, only the 1st four levels are currently used in this tariff. Each level of coding is subservient to its next higher level:
  1.
    - 1.A.
      - 1.A.(1).
        - 1.A.(1).(a).
          - 1.A.(1).(a).(i).
4. Check Pages -- When a tariff filing is made with the PUCO an updated check page accompanies the tariff filing. The check page lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check page is changed to reflect the revision. All revisions made in the given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages).

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

---

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 1  
Original Page No. 11

CONCURRING CARRIERS

None

CONNECTING CARRIERS

AT&T - American Telephone and Telegraph Company  
MCI Communications  
US Sprint Communications  
US WEST Communications  
WTCI Communications  
Local Exchange Carriers  
and  
other Carriers who, in the future, may provide  
Telecommunications Services in the State of  
Ohio

OTHER PARTICIPATING CARRIERS

None

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

---

**SECTION 1 - DEFINITIONS**

Account Number: Number defined by COMPANY for customer identification purposes to which all respective long distance and associated charges are assigned, billed and collectable from the customer. Associated charges are applicable install fees, monthly recurring service charges. PICC charges, long distance itemized call charges, late payment finance fees and applicable Federal, State, County, Municipal and/or Local taxes and Federal and/or State universal service charges.

Advance Payment: Partial or full payment required before the start of service.

Affiliate: Any entity (including any natural person or entity such as a corporation or partnership) controlling, under the control of or under common control with another entity.

Aggregator: Any person or entity that, in the ordinary course of its operations, makes telephones available to the public or to End Users of its premises for telephone calls using a provider of operator services.

Answer Supervision: Switch capability to detect, by hardware LEC signal or by switch software detection, the dialed number's answer event and the disconnect event. Answer Supervision deletes dialing, ring time and busy signal time from billable talk or communication time.

AT&T: American Telephone and Telegraph Company.

Authority Network Management System (Authority NMS): A system which provides customers on-line access to receive management reports as required applicable to utilization statistics per data line circuit interface (frame relay address), performance statistics for trunks and circuit lines and port statistics on a per frame relay port basis.

Authorization code: A customer identification and security code assigned by COMPANY that enables customer to access Company's long distance network.

Authorized User: A person, firm, corporation or any other entity authorized by the Customer to be connected to the service of the Customer.

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

Auto Reconfiguration (ARC): Automatic alternate destination routing to provide automatic re-routing of data to a predefined alternate destination for disaster recovery and local loop redundancy applications.

Band 0: Intrastate calls; All calls placed within the State.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100



**SECTION 1 - DEFINITIONS (Cont'd)**

Basic Digital Service (BD\$): A dedicated digital private line service that may be utilized to support voice frequency, data, video and facsimile applications.

Burst Information Rate (B[R]): A short duration transmission that can relieve momentary congestion in the Local Area Network.

Business Customer: A customer whose use of service is primarily or substantially of a professional, business, institutional, occupational, or other commercial nature.

Cancellation of Order: A customer initiated request to discontinue processing a service order or request, either in part or in its entirety, prior to its completion.

Carrier: TOUCH AMERICA Services, unless specifically stated otherwise.

Channel or Circuit: A communications path between two or more points.

Collect Call: A billing arrangement whereby the charge for a call may be charged to the called party, provided the called party verbally accepts the charge or keys in a positive response acknowledging acceptance of the charges.

Commission: The Ohio Public Utilities Commission ("PUCO").

Committed Information Rate (CIR): A rate assigned to each Private Virtual Circuit (PVC) by the TA FramePlus subscriber. CIRs represent the "guaranteed" transmission rates between two network ports. CIRs are available in 8 Kbps increments from Zero to 1024K.

Company: TOUCH AMERICA Services, unless specifically stated otherwise.

Completed Calls: Completed calls are calls answered on the distance end or, where necessary, positively accepted by the called party. (i.e., Person-to-Person and Collect calls).

Connecting Carrier: A telecommunications company, which may be either an interexchange or a Local Exchange Carrier, that supplies COMPANY with facilities to originate, transport and/or terminate Company's long distance services, including Operator Services.

Customer: The person, firm, corporation or other entity which orders service -- either for its own use or as a non-profit manager of a sharing group -- and which is responsible for the payment of charges as explained herein and for compliance with Company's price list regulations. For billing purposes, a customer is considered to be an account. If a person, firm, corporation or other entity orders the service in more than one originating city, or requests the assignment of more than one account number in a particular city, each such "customer" may include one or more locations of commonly owned or operated business.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 1 - DEFINITIONS (Cont'd)**

Customer Dialed Calling Card Calls: Calling Card Calls which are handled on an automated basis such that they do not require intervention by an attended operator position (i.e. a "live" operator) to complete.

Customer Provided Equipment: Terminal equipment provided by a customer.

Directory Assistance ("DA"): Service consisting of supplying listed telephone numbers to requesting customers.

Dedicated Access Lines: Dedicated Access lines used between the customer's premises and Company's Points-of-Presence for origination or termination of telecommunication traffic.

Deposit: Cash or equivalent of cash security held as a guarantee for payment of the charges.

Disconnection: The disconnection of a circuit, dedicated access line or port connection being used for existing service.

Expedited Service Order: A service order, which, in compliance with a customer request, is completed in a time period shorter than the Company's standard service interval.

Extended Digital Service (EDS): A dedicated digital private line service that may be utilized to support voice frequency, data, video and facsimile applications. EDS is available in increments of 64 Kbps up to 512 Kbps for higher speed data applications.

FCC: Federal Communications Commission.

High Speed Digital Service (HDS) (Touch America Direct (DS-3)): A dedicated digital private line service that may be utilized to support voice frequency, data, video and facsimile applications. HDS transports full duplex digital signals over terrestrial facilities at the rate of 44.736 Mbps or the equivalency of 28 DS-1's or 672 DS-0's.

Holidays: The following are the COMPANY recognized national holidays determined at the location of the originator of the call. Unless a specific date is noted, the date of the holiday is the federal observed date:

New Year's Day (January 1)  
Independence Day (July 4)  
Memorial Day  
Labor Day  
Thanksgiving Day (Last Thursday in November)  
Christmas Day (December 25)

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 1 - DEFINITIONS (Cont'd)**

Individual Case Basis ("ICB"): A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the customer.

Installation: The connection of a circuit, or dedicated access line, or other dedicated facility for new or additional service.

Interconnection Facilities: Circuits and/or dedicated access arrangements provided by the Customer or a third party supplier to interconnect the Customer with the Company's service. The Customer shall have sole responsibility for the ordering, installation, maintenance, and payment of such facilities.

InterLATA Call: An InterLATA call is any call that originates and terminates in a different LATA.

IntraLATA Call: An intraLATA call is any call that originates and terminates within the same LATA.

LATA - (Local Access and Transport Area): A geographical area established as required by the Modified Final Judgment in the government's antitrust suit against the Bell System for the provision and administration of communications services.

LEC: Local Exchange Carrier.

Local Calling Area: Denotes a geographical area in which a Local Exchange Company end user may complete a call without incurring long distance charges.

Local Facilities: Any facility providing interconnection between a customer's premises and COMPANY terminal location.

Measured Charge: A charge assessed on a per minute basis in calculating a portion of the charges due for a completed Operator Assisted Call.

Minimum Service Period: The minimum period of time during which Customer is obligated to pay for services provided by the Company.

Monthly Recurring Charge ("MRC"): Monthly charges to the customer for services, facilities or equipment, which continue and are billed to the customer each month for the duration of the service.

Nonrecurring Charge ("NRC"): The initial charge, usually assessed on a one-time basis, to install equipment and facilities to establish service.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 1 - DEFINITIONS (Cont'd)**

Operator Assisted Calls: Calls requiring assistance for completion, usually by dialing 0+(area code)+(exchange)+(line number); or by dialing "0" or "00", with all subsequent dialing being performed by Operator Services. The following are examples of calls normally placed in this manner:

*Calling Card Calls* - Calls for which charges are billed, not to the originating telephone number, but to a telephone calling card issued either by a local exchange or long distance telephone company for this purpose. At the caller's option, and depending upon the services available at a particular location, calling card calls may entail intervention of an attended operator position (i.e. a "live" operator) or may be made on an automated basis. The latter are termed "Customer Dialed Calling Card Calls" for purposes of this tariff.

*Credit Card Calls* - Calls for which charges are billed, not to the originating telephone number, but to a credit card, such as VISA, MasterCard, or American Express.

*Person-to-Person Calls* - Calls that are placed under the stipulation that the caller will speak only to a specific called party.

Order: A single request by a customer subscribing to a service or facilities, or both, to any number or circuits to any number of locations where the services or facilities, or both, are provided by the carrier.

Other Carrier: A person, firm, corporation, or entity, which provides communication services or facilities, or both, including but not limited to, exchange carriers, electronic message service carriers, resellers, and interconnect companies.

Permanent Virtual Circuit (PVC): A logical connection between port connections. PVC's are defined on the basis of simplex (or asymmetrical) transmission, which allows the user to establish different data transmission rates in each direction.

Person-to-Person Call: A call whereby the caller specifies to the Company operator a particular person to be reached, or a particular station, room number, department or office to be reached through a PBX attendant.

Point-of-Presence: Company's physical presence in a LATA (as defined herein). Locations where COMPANY maintains operations centers for purpose of providing long distance services.

Point of Destination: The area code and telephone number called in a location other than the point of origination.

Point of Origination: The station from which the customer initiates a call through the Carrier's switch.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 1 - DEFINITIONS (Cont'd)**

Port: Connection to the Company's switching network with one or more voice grade or DS-1 level communications channels, each with a unique network address (telephone number), dedicated to the customer. Each port is equipped with a Terminal Interface.

Premises: The space designated by a customer at its place or places of business for Company's service, whether for its own communications needs or for the use of its resale customers.

Presubscription: A service arrangement whereby the Customer authorizes the local telephone company to route all InterLATA calls to the Company.

Project Codes: Customer and/or COMPANY defined, verified and/or non-verified codes that can be used to: 1. Identify specific customer authorized user(s) and/or project(s) and 2. Allocate the cost of the long distance communication to the respective customer account number for billing purposes.

Rate Periods: Unless otherwise noted, the following rate periods are applicable to all products in this tariff:

Day:	8:00 AM-4:59 PM (Monday thru Friday).
Evening:	5:00 PM-10:59 PM (Sunday thru Friday).
Night/Weekend:	11:00 PM-7:59 AM (Sunday thru Friday, all day Saturday and Sunday from 8:00 AM -4:59 PM).

Reseller: A company that purchases a big block of long distance calling minutes for resale in smaller blocks to its customers.

Residential Customer: A Customer whose use of the Company's services is substantially of a social and domestic nature.

Responsible Organization ("Resp. Org."): Responsible Organization is the entity that maintains the routing for 800 numbers in the National database.

Service Date: The date on which Customer begins to utilize the Service or the date on which Service is made available for use by the Customer or its authorized users, whichever is sooner.

Service Location: A Service Location shall mean a single Customer premise location either owned or leased by the Customer, which location has its own, unique mailing address and which is used principally by the Customer to conduct its business. A Customer may have more than one (1) Service Location.

Special Promotional Offerings: Special discounts or modifications of its regular service offerings which COMPANY may, from time to time, offer to new customers for a particular service. Such offerings may be limited to certain dates, times and locations.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 1 - DEFINITIONS (Cont'd)**

Subscription Agreement: A Standard COMPANY form that includes all pertinent LOA (Letter of Agency), billing, technical and other descriptive information that will enable COMPANY to provide the long distance service required.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Termination Service: During the Term, the COMPANY agrees to provide call termination services for all call placed through the Digital Switching System (excluding international calls). The COMPANY will provide Terminating Service for all calls via its Services offered in the tariff.

Terminal Equipment: Devices, apparatus and their associated wiring, such as teleprinters, telephone handsets or data sets.

Terminal Interface: The method of physical connection between a Company-provided service and a Customer's transmission cable, inside wiring, or terminal equipment. Depending upon the service ordered by the Customer, there might be a choice of terminal interfaces. The Customer is responsible for ordering a terminal interface that is compatible with the Customer's terminal equipment. All terminal interfaces will be provided by industry-standard connectors as specified in or authorized by Subpart F of Part 68, Title 47, Code of Federal Regulations.

Terrestrial Digital Service (TDS) (Touch America Direct (DS-1)): A dedicated digital private line that may be utilized to support voice frequency, data, video and facsimile applications. TDS transports full duplex digital signals over terrestrial facilities at the rate of 1.544 Mbps or the equivalency of 24 DS-0's.

Third Party Billed Call: A billing arrangement by which the charges for a call may be billed to a number that is different from the calling number and the called number.

TOUCH AMERICA Services: COMPANY or Carrier, unless specifically indicated otherwise.

Transmission: The sending of electrical or optical signals over a line to a destination.

Trunk: Communications path connecting two switching systems in a network, used in the establishment of an end-to-end communication.

Two-Way Transmission: The capability of transmission in either direction or in both directions at once.

Underlying Carrier: Refers to any interexchange carrier that provides long distance services resold by the Company.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 1 - DEFINITIONS (Cont'd)**

Volume Discount: A pricing concept that rewards large volume users.

WATS: Wide Area Telecommunications Service.

800/888/877 Number, Added, Changed, Deleted

A customer-initiated request to:

1. Replace an 800/888/877 number with a new 800/888/877 number.
2. Add an 800/888/877 number to an existing 800/888/877 circuit.
3. Delete an 800/888/877 number from an existing 800/888/877 circuit.

800/888/877 Subscriber: An 800/888/877 Subscriber is the person, firm, corporation or other entity that, in accordance with SMS/800/888/877 procedures, controls an 800/888/877 number and has the right to designate its responsible organization (Resp. Org.) for that 800/888/877 number.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 2 - RULES AND REGULATIONS**

1. **DESCRIPTION OF SERVICE**

A. COMPANY is a switched resale common carrier providing intrastate long distance message toll telecommunications and operator services to customers throughout the State of Ohio for their direct transmission and reception of voice, data and/or other types of communication. Long distance services are provided through Local Exchange and/or other Connecting Carriers. Operator services are provided either directly by COMPANY or under contract with a certified operator service provider.

B. Communications begin when COMPANY's switch, located in Helena, Montana, detects the Answer Event as signaled from Local Exchange Carriers and/or other Connecting Carriers. Communications cease when COMPANY's switch detects the Disconnect Event that occurs by the hanging up of either the calling or called party.

C. Intrastate telecommunications service is the furnishing of COMPANY services for the communications between specified locations under the terms contained herein. Channels will be those of COMPANY alone, or COMPANY in conjunction with those of other participating, concurring or connecting carriers.

D. COMPANY, when acting at the customer's request and as his/her authorized agent, will make reasonable efforts to arrange for service requirements which may include terminal equipment and circuit conditioning.

E. COMPANY bills customers on a monthly basis for itemized call charges and appropriate recurring service charges as outlined in this tariff, including all applicable PICC charges, Federal, State, County, Municipal and/or Local taxes and Federal and/or State universal service charges, unless credit considerations or other circumstances require special agreements for more frequent billing.

F. Subject to availability, the customer may use Project Codes to identify the users or user groups on an account. The numerical composition of such codes shall be set by COMPANY to assure compatibility with its accounting and automation systems and to avoid duplication of codes.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100



**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2. LOCATIONS OF SERVICE**

Communications may originate and terminate in any area within the State of Ohio.

**3. LIMITATIONS OF SERVICE**

A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to provisions of this tariff and/or price list. COMPANY reserves the right not to provide service to or from location(s) where the necessary facilities or equipment are not available.

B. Service may be disconnected, upon written notice, when necessitated by conditions beyond COMPANY's control. These conditions include, but are not limited to, a customer's call volume or calling pattern that results or may result in network blockages or other service degradation which adversely affect service to the calling party, customer, or other customers of COMPANY. COMPANY also reserves the right to discontinue furnishing service, upon written notice, when the customer is using the service in violation of the provisions contained herein, or in violation of the law.

C. Service may be discontinued by COMPANY, without notice to the customer, by blocking traffic to or from certain cities, NXX exchanges, or individual telephone stations, by blocking call origination for 500, 800 or 900 service(s), or by blocking calls using certain customer authorization codes, when COMPANY deems it necessary to take such action to prevent unlawful use of, or nonpayment for its service. COMPANY will restore service as soon as it can be provided without undue risk, and will, upon request by the customer affected, assign a new authorization code to replace the one that has been deactivated. In addition, COMPANY may, at the request of the customer institute blocking of telephone stations in order to prevent telephone calls made to annoy, abuse, threaten or harass any person at the called number. COMPANY will, upon written request by the customer, remove the block. COMPANY reserves the right to limit the number of requests for blocking per customer. In order to control fraud, COMPANY may refuse to accept Calling Card, Collect Calling and/or Third Number calls which it determines to be invalid and/or may limit the use of these billing options to or from certain areas, including all or part of the State of Ohio.

D. COMPANY reserves the right to discontinue furnishing service when necessitated by conditions beyond its control or when the customer is using the service in violation of the law or provisions of this tariff.

E. COMPANY offers customers operator assisted calls (0+ or 0-), credit card calls, collect calls, person to person calls, and third party calls. 911 emergency calls and 976 numbers are not directed to COMPANY, but will be completed by Local Exchange and/or other Connecting Carriers.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

3. **LIMITATIONS OF SERVICE (Cont'd)**

F. COMPANY reserves the right to change the rates, terms or conditions of its services as permitted by the Ohio Public Utilities Commission.

G. A customer shall not use any service mark or trademark of COMPANY or refer to TOUCH AMERICA in connection with any product, equipment, promotion or publication of the customer without the approval of COMPANY.

H. Title to all facilities provided by COMPANY under these regulations remains with COMPANY.

4. **TERMS AND CONDITIONS**

A. Unless credit considerations or other circumstances require special agreements for more frequent billing, service is provided on a basis of a minimum period of at least one month. Individual call charges are calculated to the nearest 1/100th cent and then rounded up to the next whole cent. Billing begins on the date that service becomes effective and continues to be provided until canceled by the customer or COMPANY.

B. Service is offered on a monthly basis, unless otherwise agreed upon by the customer and COMPANY, seven (7) days per week, twenty-four (24) hours per day.

C. The name(s) of the customer(s) desiring to use the service must be stipulated in the Application for Subscription or Service Agreement.

D. The customer agrees to operate Company-provided equipment in accordance with instructions of COMPANY or its agent. Failure to do so will void COMPANY's liability for interruption of service and may make the customer responsible for damage to equipment.

E. The customer agrees to return to COMPANY all COMPANY-provided equipment delivered to the 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 the customer, normal wear and tear only are excepted. The customer shall reimburse COMPANY, upon demand, for any costs incurred by COMPANY due to the customer's failure to comply with this provision.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**5. USE OF SERVICE**

A. Service may be used for the transmission and reception of communications by the customer.

B. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the customer, except when the customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the customer, authorized user, or joint user to share the cost of the service so long as the arrangement generates no profit for any participant in the arrangement.

**6. 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. Service furnished by COMPANY is not part of a joint undertaking with such carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of COMPANY and other participating carriers shall be provided at the customer's expense.

B. Interconnection with the facilities or services of other Connecting Carriers shall be under the applicable terms and conditions of the other Connecting Carriers' tariffs. The customer is responsible for taking all necessary legal steps for interconnecting customer-provided terminal equipment or communications system with COMPANY's facilities. The customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**7. LIABILITY/CREDIT ALLOWANCES**

A. COMPANY shall not be liable for any failure of performance due to causes beyond its control, including, but not limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots of wars; strikes, lockouts, work stoppages or other labor difficulties, Connecting Carrier operating problems; and any law order, regulation or other action of any governing authority or agency thereof.

B. COMPANY's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to any other claim or suit, by a customer or any others, for damages associated with ordering (including reservations of any specific number(s) for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption, or restoration of any service and/or facilities offered under this tariff, COMPANY's liability, if any, shall be limited as follows:

(1). With respect to any service provided by COMPANY, which involves dedicated access, COMPANY's liability shall not exceed an amount equal to the proportionate monthly recurring charges -- including any service charges, monthly minimum charges, basic feature package charges, monthly charges for option features, charges for dedicated access facilities and any other monthly charges -- for the period during which the service was affected.

(2). With respect to any toll free Inbound Service (800, 888, 877, 866, etc.; hereafter referred to as 800 Inbound Service) provided by COMPANY which involves per minute usage charges, COMPANY's liability shall not exceed an amount equal to the proportionate monthly recurring service charges -- including any monthly fee associated with the service, charges for dedicated termination facilities, and any other monthly charges -- for the period during which the service was affected. COMPANY shall not be liable where 800 Inbound Service was affected. COMPANY shall not be liable where 800 Inbound Service is not made available on the date committed to the customer, or cannot otherwise be made available after COMPANY's acceptance of the customer's order, or where the customer is provided with a number or numbers other than the one(s) committed by COMPANY to the customer or the number or numbers included in the 800 Inbound Service are published by the customer in an incorrect form. It is the customer's responsibility to test all 800 Inbound Service numbers prior to the preparation of advertising materials or the dissemination of the number.

(3). COMPANY shall not be liable at all for the use, misuse, or abuse of a customer's 800 Inbound Service by third parties, including, without limitation, the customer's employees or members of the public who dial the customer's 800 Inbound Service number by mistake or intentionally bother the customer with repeated calls. Compensation for any injury the customer may suffer due to the fault of others than COMPANY must be sought from such other parties.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**7. LIABILITY/CREDIT ALLOWANCES (Cont'd)**

(4). Subject to the specific limitations set forth in this paragraph, for all of COMPANY's services for which charges are specified on the basis of per minute of use, or on usage of a fraction of a minute, and in which there may be interruption of any individual call caused by COMPANY which can be remedied by redialing the call.

a. A credit allowance will be made for that portion of a call which is interrupted due to poor transmission (e.g. noisy circuit), one-way transmission (one party is unable to hear the other), or involuntary disconnection caused by COMPANY's service. A customer may also be granted credit for reaching a wrong number. To receive a credit, the customer must notify COMPANY's Customer Service Center and furnish the number from which the call was placed, the number called, the difficulty experienced and approximate time the call was placed. Credit allowances will not be made for (1) interruptions not reported to COMPANY or (2) interruptions that are due to the failure of power equipment, systems or services not provided by COMPANY. If the customer elects to use another means of communications after one of the above interruptions, or during a period when they are unable to place a call over COMPANY, the customer must pay the charges for the alternative service used.

b. Where a call has been disconnected, the customer will be given a credit allowance equivalent to the charge for the initial minute of the call made to reestablish communications with the other party. Where a call has been interrupted by poor transmission or one-way transmission, the customer will be given allowance up to an amount equivalent to the charge for the initial minute of the call to the wrong number if they report the situation promptly to a COMPANY Customer Service Representative.

(5). For all of COMPANY's services which involve dedicated access for which monthly recurring charges are applied and which may be interrupted for as much as several days, the customer will be given a credit allowance for an interruption of two consecutive hours or more, as follows:

a. When service is interrupted for a period of less than two (2) hours, no credit allowance will be given.

b. When the service's dedicated access line or lines associated with the service are interrupted for a period of two (2) to twenty-four (24) hours, a credit allowance in an amount equal to one-thirtieth (1/30th) of the monthly recurring charge or charges will be given.

c. When the service's dedicated access line or lines associated with the service are interrupted for a period of more than twenty-four (24) hours, a credit allowance in an amount equal to one-thirtieth (1/30th) of the monthly recurring charge or charges will be given for each twenty-four (24) hour period or fraction thereof.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

7. **LIABILITY/CREDIT ALLOWANCES (Cont'd)**

(6). No credit allowances will be made for:

a. Interruptions caused by the negligence of the customer or others authorized by the customer to use the customer's service.

b. Interruptions due to the failure of power equipment, systems, or services not provided by COMPANY

c. Interruptions during any period during which COMPANY or its agents are not afforded access to the premises where lines associated with the customer's services are located.

d. Interruptions during any period when the customer or user has released the service to COMPANY for maintenance or rearrangement purposes, or for the implementation of a customer order.

e. Interruptions during periods when the customer elects not to release the service for testing or repair and continues to use it on an impaired basis.

f. Interruptions not reported to Carrier.

(7). An interruption period begins when the customer reports to COMPANY that the service has been interrupted and releases it for testing and repair. An interruption period ends when the service is operative again. If the customer reports the service to be inoperative but declines to release it for testing and repair, the service is deemed to be impaired but not interrupted.

(8). If the customer elects to use another means of communicating during the period of interruption, the customer must pay the charges for the alternative service used.

(9). If a facsimile transmission is interrupted due to deficiencies in COMPANY's service, a credit allowance will be given in an amount equal to the charge applicable to the transmission of one (1) page of material at the time the transmission was affected, using the class of service chosen by the customer and the terminal types involved in the transmission.

(10). Notwithstanding the foregoing provisions of this paragraph, COMPANY shall not be liable for any consequential, special, indirect or incidental damages.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**7. LIABILITY/CREDIT ALLOWANCES (Cont'd)**

C. COMPANY shall be indemnified, defended and held harmless by the customer or by others authorized to use a COMPANY service against all claims of loss or damage arising from the use of furnished service(s) provided herein, including:

(1). claims for libel, slander, invasion of privacy, or infringement of copyright arising out of the material, data, information, or other content transmitted via a COMPANY service;

(2). patent infringement claims arising from combining or connecting a COMPANY service with apparatus and systems furnished by the customer or other; and

(3). all other claims arising out of any act or omission of the customer or other, in connection with any service provided by COMPANY

D. COMPANY shall not be liable for any act or omission of any Connecting Carrier or any other company or companies furnishing a portion of the service, or for the damages associated with service, channels, circuits or equipment which COMPANY does not furnish, or for damages which result from the operation of customer-provided systems, equipment, facilities or services which are interconnected with COMPANY's service.

E. COMPANY does not guarantee or make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The customer and authorized user shall indemnify and hold COMPANY harmless from any and all loss, claims, demands suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to, or death of, any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused, directly or indirectly by the installation, operation, location or use of service furnished by COMPANY at such locations.

F. COMPANY is not liable for any defacement of, or damage to, the premises of a customer resulting from the furnishing for service, or the attachment of instruments, apparatus and associated wiring by COMPANY on such customer's premises or from the installation or removal thereof, when such defacement or damage is not the result of COMPANY's negligence. No agents, or employees of other participating carriers or Connecting Carriers shall be deemed to be agents or employees of COMPANY.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**7. LIABILITY/CREDIT ALLOWANCES (Cont'd)**

G. COMPANY shall not be liable for the customer's failure to fulfill its obligation to take all necessary steps, including, without limitation, obtaining, installing, and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the customer, or any third party acting as its agent, to the COMPANY network. The customer shall secure all licenses, permits, rights-of way, and other arrangements necessary for such interconnections. In addition, the customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with COMPANY's service, that the signals emitted into the COMPANY's network are of the proper mode, band width, power, data speed and signal level for the intended use of the customer and in compliance with the criteria established by COMPANY and that the signals do not damage COMPANY's equipment, injure its personnel, or degrade service to other customers. If the customer or its agents fail to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to COMPANY's equipment, personnel, or the quality of service to other customers, COMPANY may, upon notice to the customer, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, COMPANY may, upon notice to the customer, terminate the customer's service without liability.

**8. MINIMUM SERVICE PERIOD**

The minimum period for service, unless otherwise stipulated in applicable long-term service agreement(s) or contract(s) or as outlined in paragraph 4. of this Section for more frequent billing, is thirty (30) days.

**9. CANCELLATION BY CUSTOMER**

A. Service may be canceled by a customer by providing thirty (30) days written notice to COMPANY, or upon expiration date of any applicable long-term service agreement or contract.

B. If a customer orders service requiring special facilities dedicated to the customer's use and then cancels the order prior to the start of any design work or installation of facilities, the customer receives no charges.

C. Where installation of special facilities has been started prior to the cancellation, all non-recoverable charges incurred by COMPANY, expressly on behalf of the customer, shall be borne by the customer.

D. If cancellation is requested after completion of an installation, but before service begins or before completion of the minimum period, or before completion of some other time period mutually agreed upon, the customer shall be liable for all non-recoverable expenditures or liabilities incurred by COMPANY on behalf of the customer and not fully reimbursed by installation and/or monthly service charges.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100



**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**10. CANCELLATION BY COMPANY**

A. Cancellation Without Prior Notice. COMPANY may, immediately and without notice, discontinue the furnishing of service(s) to a customer, without incurring any liability, for any of the following reasons:

(1). If a condition immediately dangerous or hazardous to life, physical safety, or property exists, or it is necessary to prevent a violation of federal, state or local safety or health codes;

(2). If COMPANY is ordered to terminate service by any court, the Commission, or any other duly authorized public authority;

(3). COMPANY's service(s) was (were) obtained, diverted or used without the authorization or knowledge of the telephone company;

(4). The customer provides false information to COMPANY regarding the customer's identity, address, credit-worthiness, past or current use of common carrier communications services or its planned use of service(s);

B. Cancellation Upon Written Notice. COMPANY may, upon reasonable notice, discontinue the furnishing of service(s) to a customer, without incurring any liability, for any of the following reasons:

(1). If COMPANY deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services, COMPANY may discontinue service pursuant to this sub-section if:

(a). The customer refuses to furnish information to COMPANY regarding the customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s);

(b). The customer has been given written notice by COMPANY of any past due amount, which remains unpaid in whole or in part, for any of COMPANY's other common carrier communications services to which the customer either subscribes or had subscribed or used;

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

10. **CANCELLATION BY COMPANY (Cont'd)**

(4). The customer uses, or attempts to use, service with the intent to avoid payment, either whole or in part, of other charges for the service stated in this tariff:

(a). Using or attempting to use the service by rearranging, tampering with, or making connections to COMPANY's service not authorized by this tariff; or

(b). Using tricks, schemes, false or invalid number, false credit devices, electronic devices; or

(c). Any other fraudulent means or devices;

(5). Upon written notice to the customer of any sum thirty (30) days past due; or

(6). After failure of the customer to comply with a request by COMPANY to comply with a request by COMPANY for security or the payment of service pursuant to Section 20.A.;

(7). Thirty (30) days after sending the customer written notice of noncompliance with any other provision of this tariff if the noncompliance is not corrected within thirty (30) day period.

(C) The discontinuance of service(s) by COMPANY pursuant to this Section does not relieve the customer of any obligation to pay COMPANY for charges due and owing for service(s) furnished up to the time of discontinuance.

11. **INTERRUPTION OF SERVICE**

A. COMPANY will avoid and restore interruptions of service in compliance with Ohio Public Utilities Commission rules and regulations.

B. Credit allowance for interruptions of service which are not due to COMPANY'S testing or adjusting, the negligence of the customer, or the failure of channels, equipment, and/or the communications system provided by the customer, are subject to the general "Liability" provisions set forth in paragraph 7 herein. It shall be the obligation of the customer to notify COMPANY of any interruptions in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by an action or omission of the customer, is not within the customer's control, or is not in the wiring or equipment connected to the terminal of COMPANY

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

12. **RESTORATION OF SERVICE**

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, which specifies the priority system for such activities.

13. **INSPECTIONS**

COMPANY may, upon reasonable notice, make such tests and inspections as may be necessary to determine that the requirements contained herein are observed.

14. **TESTING AND ADJUSTING**

Upon reasonable notice, the circuits provided by COMPANY and/or its Connecting Carriers shall be made available to COMPANY and/or its Connecting Carriers for such tests and adjustments as may be necessary to maintain them in satisfactory condition. COMPANY shall have no liability to customers for time during which such tests and adjustments are/were made.

15. **SPECIAL CUSTOMER ARRANGEMENTS**

In cases where a customer requests special arrangements which may include engineering, installation, construction, facilities, assembly, purchase or lease of facilities, and/or other special services not offered under this tariff, COMPANY, at its option, may provide the requested services. Appropriate recurring and/or non-recurring charges will be developed accordingly.

16. **RESERVED**

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**17. CUSTOMER INQUIRIES AND COMPLAINTS**

A. Customer inquiries regarding service or billing may be made in writing or by telephone to COMPANY's Customer Service Center at the following address and toll-free telephone number:

Touch America, Inc.  
P.O. Box 5207  
Missoula, Montana 59806  
Toll-Free Customer Service Telephone - (800) 823-4664

B. COMPANY Customer Service Personnel will respond either in person or via telephone as soon as possible but no later than 24 hours from receipt of inquiry.

C. Any unresolved disputes may be directed to the attention of: The Public Utilities Commission of Ohio, 180 E. Broad St., Columbus, Ohio 43215-3793, or call 614-466-3292. In Ohio call toll free: 1-800-686-PUCO (7826).

D. In the event of a dispute concerning an invoice, the customer must pay a sum equal to the amount of the undisputed portion of the bill and notify the Company of the disputed portion.

**18. NOTICES**

A. Consistent with the notice requirements in Paragraph 10.B of this Section, any notice COMPANY may give to a customer may be given orally either to the customer or his/her authorized representative, or by written notice mailed to the customer's billing address or to any such address as may be subsequently given by the customer to COMPANY.

B. Unless otherwise provided by these rules, any notice from any customer may be given to COMPANY orally by the customer, or any authorized representative, at COMPANY's business offices, or by written notice mailed to the address given in paragraph 17.A. of this Section.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

19. **PAYMENT AND BILLING**

A. Service is provided and billed on a Monthly (30-day) basis unless certain conditions apply as cited in paragraphs 1.E. and 4.A. of this Section. Service continues to be provided until canceled by the customer or COMPANY pursuant to paragraphs 9. and 10. of this Section.

B. The customer is responsible for payment of all charges for services furnished to the customer or its authorized users. Non-recurring charges are payable when the service(s) for which they are specified have been performed. If an entity other than COMPANY, e.g., another carrier or supplier, imposes charges on COMPANY in addition to its own internal costs, in connection with a service for which a COMPANY non-recurring charge is specified, those charges will be passed on to the customer. Usage charges are billed after each usage cycle, on not less than a monthly basis based on billing cycles designated by COMPANY, unless certain conditions apply as cited in paragraphs 1.E. and 4.A. of this Section.

C. A customer of COMPANY 800 Inbound Service is responsible for payment for all calls placed on or via the customer's 800 Inbound Service number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of the customer's service or customer-provided systems, equipment, facilities or services interconnected to the customer's 800 Inbound Service, which use, misuse or abuse may be occasional by third parties, including, without limitation, the customer's employees and members of the public who dial the customer's 800 Inbound Service by mistake or in an effort to illegally use the service.

D. The customer will be billed for and is liable for payment of all applicable Federal, State, County, Municipal and/or Local taxes which will be listed as separate line items and which are not included in the quoted rates.

E. ALL COMPANY bills are due and payable upon receipt and are considered past due thirty (30) days after issuance.

F. No deposits are required for services provided under this tariff unless COMPANY determines that a security deposit or advance payment is necessary pursuant to Section 20.

G. The customer is responsible for any and all charges for services not provided by COMPANY.

H. Calls that begin in one rate period and end in another will be billed in each rate period respectively, except for international calls, which calls are billed at the rate applicable to the originating time period.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**19. PAYMENT AND BILLING (Cont'd)**

I. A late payment finance charge of 1.5% will be assessed on all bills not paid within thirty (30) days of the date on the billing statement. This finance charge shall appear on all subsequent statements and accrue accordingly until paid in full.

J. While charges set forth herein for installation work contemplate installations in normal locations under normal conditions, installations to be made under other circumstances may be subject to additional charges. For dedicated facilities, installation charges may vary depending upon the Local Exchange Company and the location of the customer. In any event, all installation charges, including Local Exchange Company charges to be passed through to the customer, will be established and itemized in writing, acknowledge and authorized by customer signature prior to installation. The customer may verify and all pass through LEC facility charges by contracting respective Local Exchange Company. As outlined in paragraph twenty-one (21) of this Section, COMPANY will pass actual LEC facility charges through to the customer.

K. One (1) copy of each monthly billing will be supplied to each customer without charge. An additional copy will also be supplied upon the customer's request without charge if the additional copy is mailed by COMPANY in the same envelope with the original bill. Upon customer's request, COMPANY will also mail copies of its bill to one or more additional addresses at a charge of \$5.00 per bill per month.

L. If a customer whose account has been closed has a credit balance showing due to overpayment, COMPANY will transfer the credit to another account of the customer, if there is one. If not, COMPANY will mail a check for the balance to the customer if it believes it has a valid address. If COMPANY is not certain it has a valid address, it will either include a notice with the final invoice, which will be mailed to the customer's last known address, asking the customer to verify the address so that a refund can be processed; or, it will contact the customer at the address and request verification. Such verifications can be made by calling a designated telephone number or by writing to a specified address. Upon receiving verification, a check for the balance will be mailed. If the final invoice or notification letter is returned by the post office as undeliverable, or if no response is received within thirty (30) days of mailing, COMPANY will begin a closed account maintenance charge of \$2.50 per month in the second monthly billing period following the month in which the account was closed. COMPANY will continue to apply that charge until the customer requests a refund or the balance is exhausted.

M. A charge of \$15.00 per item will be applied to any check returned for insufficient funds, no signature, account closed or if payment is stopped.

N. The name(s) of the customer(s) desiring to use the service must be set forth in the application for service or the Service Agreement.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**20. SECURITY DEPOSIT/ADVANCE PAYMENT**

A. Security Deposit. Applicants for service or existing customers whose financial condition is not acceptable to COMPANY, or is not a matter of general knowledge, may be required at any time to provide COMPANY a security deposit, in cash or equivalent of cash, up to any amount equal to the applicable installation charges, if any, and/or up to two (2) months' actual or estimated usage charges for the service to be provided. If actual usage data is available for the customer at the same or similar premises, the deposit amount shall be calculated using the customer's average bill for the most recent twelve (12) month period. If actual usage data is not available, the deposit amount shall be based on the average bills of similar customers and premises in the system. In no event, however, will a deposit exceed two (2) month's actual or estimated usage as calculated above. In all cases, applicants and existing customers shall be treated uniformly for the determination and application of deposits. If a customer fails to pay for service or equipment, the deposit will be applied to the outstanding balance.

B. Advance Payment. Applicants or customers required to provide a security deposit pursuant to paragraph 20.A. may also be required, at any time, whether before or after the commencement of service, to provide such other assurances of, or security for, the payment of COMPANY's charges for its services as COMPANY may deem necessary, including, without limitation, advance payments for service, third party guarantees of payment, pledges or other grants of security interests in the customer's assets, and similar arrangements. The required deposit or other security may be increased or decreased by COMPANY as seems appropriate in the light of changing conditions. In addition, COMPANY shall be entitled to require such payments in cash or the equivalent of cash.

C. Interest. In case of a cash deposit, simple interest at the rate of six percent (6%) annually will be paid for the period during which the deposit is held by COMPANY, unless a different rate has been established by the appropriate legal authority in the jurisdiction in which the COMPANY service is provided. At COMPANY's option, such deposit may be refunded to the customer's account at any time. In any event, deposits or remaining balance thereof will be returned upon termination of service.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

21. **TOLL FREE SERVICE**

A. A call begins when call termination is received by or passes through customer premises equipment. It is the customer's responsibility to pass appropriate answer supervision back to the COMPANY point of connection.

B. If a customer of COMPANY's Toll Free service is found to be non-compliant in passing back appropriate answer supervision, COMPANY reserves the right to suspend and/or deny service. COMPANY shall give the customer 3 days notice of intent to suspend or deny service due to such non-compliance.

C. The customer shall be liable for all costs and toll charges associated with their 800 service, including unauthorized calls associated with the use of 800 service obtained from COMPANY including, but not limited to, calls made using COMPANY's Toll Free service when such calls are in any way routed through the customer's location. Customers shall maintain sole responsibility for the security of 800 number(s) issued to them.

D. Nothing in this section, or in any other provision of this tariff, or in any marketing materials issued by the company, shall give any customers who have reserved 800 telephone numbers hereunder or customers who subscribe to and use COMPANY Toll Free services, or their transferees or assignees, any ownership interest or proprietary right in any particular 800 service telephone number.

E. Customers (including carrier customers) are prohibited from using any telephone numbers beginning with an 800 service code, or any other number advertised or widely understood to be toll free, in a manner that would result in; (a) the calling party or the subscriber originating line being assessed by any fee or charge virtue of completing the call; (b) the calling party being connected to a pay-per-call service; (c) the calling party being charged for information conveyed during the call unless the calling party has a pre-subscription or comparable arrangement; or (d) the calling party being called back collect for the provision of audio or data services, simultaneous voice conversation services, or products. The customer shall be afforded a period of no less than seven (7) days and no more than fourteen (14) days during which a violation may be brought into compliance. 800 service not in compliance with the above regulations at the expiration of such period may be terminated immediately.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100



**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

21. **TOLL FREE SERVICE (Cont'd)**

F. The customer must obtain an adequate number of access lines associated with COMPANY's Toll Free services to handle the customer's expected demand in order to prevent interference or impairment of this service or any other service provided by COMPANY taking into account (1) call volume; (2) average call duration; (3) time-of-day characteristics; and (4) peak calling periods. The company, without incurring any liability, may disconnect or refuse to furnish COMPANY's Toll Free services to any customer that fails to comply with these conditions. In case of disconnection, the customer will be notified at least five (5) days in advance of the disconnect. The customer will be responsible for all charges incurred as well as any access charges COMPANY may incur as a result of the customer's failure to comply within the above conditions.

G. A customer is responsible for all charges for use of the COMPANY network arising from calls placed to the Customer's COMPANY Toll Free service. An applicant for COMPANY 800 service may be required to supply the following when requesting service: an initial traffic forecast, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. A new tariff forecast shall be submitted quarterly after service is initiated. Customers of COMPANY Toll Free service may not use Automatic Number Identification (ANI), provided by COMPANY incidental to the furnishing of COMPANY Toll Free service, to invoice, either directly or indirectly, their customer in connection with their furnishing of other than common carrier services.

H. The new prefixes "888" and "877" for the purpose of this tariff, apply to all COMPANY's existing 800 services, rates, and rules and regulations that governs all COMPANY's 800 service.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 2 - RULES AND REGULATIONS (Cont'd)****22. ADMINISTRATION OF TOLL FREE NUMBERS**

A. COMPANY will accept a prospective customer's request for a particular COMPANY 800 service telephone number. Up to a total of ten (10) such numbers may be requested. COMPANY will accommodate each request to the extent possible. If a requested number(s) can be assigned to a prospective customer, COMPANY will so notify the customer and will reserve it for the customer's use for a 59-day period. If, at the end of the 59-day period, the prospective customer has not subscribed to COMPANY's 800 service using a reserved number(s), COMPANY in accordance with its procedures, may make the reserved number available for use by another customer.

B. In its capacity as Resp. Org., COMPANY will reserve, assign, activate or change, upon receipt of a verified request, 800 numbers for a customer or prospective and will administrator 800 numbers, in accordance with customary industry standards and practices, the terms of this tariff, and the effective procedures of the 800 Service Management System (SMS) database administration. Customers may request, reserve, or assign or activate 800 numbers on their own behalf, or a customer which resells COMPANY inbound transmission services may request, reserve, assign, or activate 800 numbers on behalf of a customer or prospective customer of such reseller. A customer who resells COMPANY inbound transmission services must provide to any customer or potential customer, upon reasonable request therefore, concerning the status of a particular 800 number or numbers in which the customer or potential customer has interest and, if applicable and available the identity of the Resp. Org.(s) for the 800 numbers. If an existing or prospective COMPANY customer decides not to utilize the reserved, assigned, or activated 800 number(s), the customer must notify COMPANY within 48 hours so that COMPANY may release the 800 number to the pool of numbers available for assignment in accordance with industry practice and standards.

C. 800 numbers are incidental to the inbound calling service with which they are associated and, as such, may not be sold, transferred or otherwise conveyed independent of inbound transmission service. The assignment of an 800 telephone number(s) for use with company-provided inbound transmission service confers on the customer no proprietary interest what so ever in the number(s) assigned. It shall be a violation of this tariff if the customer seeks to acquire, or does acquire, any 800 numbers associated with inbound service provided by the company for the primary purpose of selling, brokering, bartering, or releasing for a fee (or other consideration) to another party that 800 number, independent of the COMPANY service with which it is associated. In any instance in which the company learns that a customer or prospective customer is attempting to sell or otherwise transfer or assign an 800 number to another person in violation of this tariff, COMPANY may immediately and without notice release the number from reserved status, or it may immediately upon written notice to the customer discontinue the furnishing of service via the 800 number. The COMPANY telephone number forfeited as a result of the impermissible or reassigned to the undertaking will not be reserved for the prospective customer or reassigned to the customer under any condition or circumstance by COMPANY.

D. Each 800 service telephone number must be placed in actual and substantial use by the customer.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**23. OPERATOR SERVICES -- COMPANY OBLIGATIONS**

When COMPANY provides operator services to aggregators, it ensures via contract or tariff that:

- A. Aggregators comply with the obligations in Paragraph 24.; and
- B. All 0- or 911 emergency calls will be immediately defaulted to the originating LEC for proper handling.

**24. OPERATOR SERVICES -- AGGREGATOR OBLIGATIONS**

A customer acquiring operator service from COMPANY, which, in the ordinary course of its operations, makes telephones service available to the public or to transient user of its premises for placing intrastate telephone calls, must:

- A. Post on or near the telephone instrument, in plain view of consumers; the name, address, and toll-free telephone number of the provider of operator services;
- B. Post a written disclosure that the rates for all operator-assisted calls are available on request, and that consumers have a right to obtain access to the intrastate common carrier of their choice; and may contact their preferred intrastate common carriers for on accessing that carrier's service using the telephone; and the name and address of the enforcement of the Common Carrier Bureau of the Federal Communications Commission, to which the consumer may direct complaints regarding operator services; ensure that each of its telephones presubscribed to a provider of operator services allows consumers to use "800" and "950" access code numbers or any other carrier identification code (10XXX) to obtain access to the provider of operator service desired by the consumer; and
- C. Ensure that no charge by such customer to the consumer for using an "800 or 950" access code number, or any other access code number, is greater than the amount the aggregator charges for calls placed using the customer's presubscribed provided of operator services.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**25. OPERATOR SERVICES - BILLING ARRANGEMENTS**

**A. Collect, Calling Card, and Charge Third Party Calls**

Charges for calls of this type will be included on the user's or called or third party's regular home or business telephone bill pursuant to billing and collection agreements established by COMPANY or its intermediary with the applicable telephone company.

**B. Credit Card Calls**

Charges for credit card calls will be included on the user's regular monthly statement from the card-issuing company.

**C. Room Charge Calls**

When requested by the user, and authorized by the subscriber, the charges may be provided for inclusion on the hotel or motel bill of the user. In such cases, COMPANY will provide a record of the call detail and charges to the hotel or motel for such billing purposes.

**D. Validation of Credit**

COMPANY reserves the right to validate the credit worthiness of users through available credit card, calling card, call number, third party telephone number and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or COMPANY may refuse to place the call.

**E. Contested Charges**

For consideration of any disputed charge, a user must submit in writing to COMPANY, within 30 days of the date the bill is issued, the call details and the bases for any requested adjustment. COMPANY will promptly investigate and advise the user as to its findings and disposition. Any undisputed charges must be paid on a timely basis.

**F. Billing Entity Condition**

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

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**26. DIRECTORY ASSISTANCE**

A. Domestic directory assistance is available for all services. The directory assistance charge will be applied to each call for as to any telephone number in the United States, Puerto Rico, and the U.S. Virgin Islands. The Directory Assistance charge applies to each call regardless of whether the requested Directory Assistance telephone number is furnished. In addition, Directory Assistance calls will not count toward, nor be calculated as part of, the customer's service volume discounts unless otherwise indicated. Directory Assistance customers calls may be placed with the assistance of an operator, and they may be billed to commercial credit cards.

B. A credit allowance will be given or the charge that would otherwise apply will be waived when:

(1). The customer experiences poor transmission or is cut-off during the call to Directory Assistance.

(2). The customer is given an incorrect telephone number by the Directory Assistance operator.

(3). The customer has inadvertently miss-dialed and has reached Directory Assistance for the wrong area code. To obtain such a credit/waiver, the customer must notify an COMPANY customer service representative within twenty-four (24) hours.

C. Customers who are pre-subscribed to COMPANY service and have been certified in writing to be unable to access or use a manual directory because of a visual or other physical impairment are eligible to receive a credit which will be applied against the per-call charge and any applicable operator-assistance surcharges specified in this tariff for domestic Directory Assistance calls made by dialing Area Code + 555-1212. This certification must be made by a licensed physician, optometrist, appropriate federal or state agency, or appropriate approved private agency.

The written certification of visual or other physical impairment must be provided to an COMPANY Customer Service Center, or, at COMPANY's election, proof of certification, as defined above, may be provided to, and maintained on file with, the Customer's Local Exchange Carrier.

Credits may be used by: (i) the visually or otherwise physically impaired customer; (ii) an organization established specifically for the purpose of assisting the visually or otherwise physically impaired; or, (iii) a business where all owner(s) and/or employees of the business on the premises at which a call originates have been certified as visually or otherwise physically impaired. Credits will apply only to Directory Assistance calls made by dialing Area Code + 555-1212, that originate from and are billed to the telephone number of the certified visually or otherwise physically impaired person or organization. Only one telephone number per location is entitled to this credit. A maximum of fifty Directory Assistance calls, including operator-assistance surcharges, per monthly billing period will be eligible for the credit.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

27. **ROUNDING METHODS**

A. **Term Definitions:**

(1). **Charge Element Rounding:** The rounding of seconds for the initial and incremental periods of one call.

(2). **Call Rounding:** The rounding of cents for the initial and incremental periods of one call.

B. **Rounding methods for computing charges:**

(1). **Bulk Rounding:** Bulk rounding method rounds to the nearest fraction of a number, and retains those fractions from call to call until a whole number is accumulated, then that number is added to whatever call is hit when the (call) fractions total one (whole) number.

(2). **Rounding Up:** Rounding up method rounds the second digit to the right of the decimal point up one value if the value of the third digit to the right of the decimal point is greater than zero.

(3). **Standard Rounding:** Standard rounding determines if the third digit to the right of the decimal point is greater than 5, then the number will be rounded up; if the number is less than 5, no rounding will occur.

C. **Rounding Applications:**

(1). All charge elements for new products will be rounded up; all initial seconds and increments will be rounded using the Rounding Up method.

(2). All call rounding will be as follows:

Intrastate Usage	Bulk Rounding
Directory Assistance	Standard Rounding

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**28. THIRD PARTY MARKETING PROMOTION**

A. The Company may from time to time enter into agreements with third parties to market COMPANY services. Subsequent to entering into such agreements, COMPANY may pay commissions to the third party marketing entity for qualifying monthly usage revenues generated by COMPANY customers to whom the third party has marketed COMPANY service(s). The actual level of commissions to be paid will be dependent on the nature and extent of activities engaged in by the third party on COMPANY's behalf including, without limitation, initial sales efforts, order coordination and processing, customer service, service problem determination and resolution, billing coordination, billing dispute resolution, and collection or guarantee of collection of the amounts billed to COMPANY customers enrolled by the third party. The commission payments may be remitted by the third party, in whole or in part, and in its sole discretion, to customers to whom it has marketed COMPANY service(s).

B. Within a Third Party Marketing Promotion, COMPANY may waive its portion of installation charges on voice and data basic digital service and switched long distance services for all customers enrolled by a third party.

**29. DEDICATED SERVICE**

A. Upon request and signing up for one of COMPANY's dedicated access line services (DAL), the DAL customer will have the option of utilizing one of COMPANY's switched services until such time as the Customer's DAL service is installed and made available.

B. COMPANY will then credit the customer the difference between the switched product rates and the applicable DAL rates after the DAL service is installed and billing. The credit would only be for the period beginning with the first date the customer is willing to accept installation of the DAL and the actual date the DAL is installed. The credit will be given on the customer's second month's DAL bill received from COMPANY.

**30. INFORMATION PROVIDER DATA**

A Service Bureau shall promptly furnish to COMPANY, and keep current on a continuing basis, the name, address and customer service telephone number(s) of the Providers to whom it provides service. Where an Provider directly subscribes to COMPANY's service, it shall promptly furnish to COMPANY, and keep current on a continuing basis, its name, address and customer service telephone number(s).

**31. LINE SEIZURE**

No provider of pay-per-call services subscribing to COMPANY's service under this tariff shall use automatic dialing devices which deliver a recorded message to the called party unless the device releases that called party's telephone line promptly but in no event longer than current industry standards.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 2 - RULES AND REGULATIONS (Cont'd)****32. ANSWER SUPERVISION**

Answer supervision must be provided when an COMPANY service offering is connected to switching equipment or a customer-provided communications system. The equipment or system must provide answer supervision so that the measure of chargeable time begins upon the delivery of the customer COMPANY call to the switching equipment or to the equipment connected to the communications system and ends upon termination of the call by the calling party. If a customer's communications system fails to promptly return to COMPANY an idle (on-hook) state upon completion of the call, the customer will be held responsible for all charges that result up until the time the customer's communication system signals COMPANY's network that the call has been terminated or until such a time that COMPANY's own system terminates the call.

**33. RESTRICTIONS**

Providers of pay-per-call services subscribing to COMPANY transmission services, including 900 service, must comply with all requirements of: (a) Titles II and III of the Telephone Disclosure and Dispute Resolution Act (Pub. L. No. 102-556) (TDDRA); and all requirements of: (b) the regulations prescribed by the Federal Communication Commission and the Federal Trade Commission pursuant to those Titles. The company shall terminate programs, which utilize 900 service if the programs are not in compliance, following written notice to the provider. The provider shall be afforded a period of no less than seven (7) days and no more than fourteen (14) days during which a program may be brought into compliance. Programs not in compliance at the expiration of such period shall be terminated immediately.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100



**SECTION 2 - RULES AND REGULATIONS (Cont'd)****34. SPECIAL ACCESS SURCHARGE**

A. A monthly special access surcharge, required by the Local Exchange Carrier (LEC), applies to each local channel termination associated with Channel Service and Foreign Exchange Service Capability. This monthly surcharge is applicable when the local channel is connected to a PBX or equivalent device, which is capable of interconnecting the Channel Service or Foreign Exchange Service Capability with local exchange service. When analog or digital high capacity facilities interconnect with the local exchange network, the special access surcharge is applied on a per voice grade equivalent circuit basis as shown in the following example:

<u>Basic digital Facility</u>	<u>Voice Grade Equivalent</u>	<u>Monthly Surcharge</u>
Circuits	X \$25	Per Circuit
Group	12 X \$25 =	\$300.00
DSI	24 X \$25 =	\$600.00

B. The special access surcharge applies on each local channel termination installed whether the interconnection capability exists in the customer's premise equipment or in a Centrex CO type switch.

C. The customer may be exempt from the monthly special access surcharge if:

(1). The customer certifies in writing that the local channel terminates in a device not capable of interconnecting the service with the local exchange network; or

(2). The customer certifies that the local channel termination, by nature of its operating characteristics, could not make use of LEC common lines; or

(3). The customer certifies that the local channel is connected to a LEC's switched access service that is subject to carrier common line charges.

D. The certification will be in the form of a written notification to the Company. The notification may be provided:

(1). At the time the service is ordered; or

(2). At such time as the service is re-terminated to a device not capable of interconnecting to the local exchange network; or

(3). At such time as the local channel becomes associated with a switched access service that is subject to carrier common line charges.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

34. **SPECIAL ACCESS SURCHARGE (Cont'd)**

E. If a written certification is not received at the time an order for new service is placed, the special access surcharge will be applied. COMPANY will cease billing the special access surcharge and the exempt status will become effective on the date certification is received by COMPANY on services in place. If the status of the basic digital facility was charged prior to the receipt of the exemption certification, COMPANY will credit the customer's account, not to exceed ninety (90) days, based on the effective date of the change specified by the customer in the letter of certification.

35. **GROSS RECEIPTS TAX**

A surcharge will be imposed on all charges for outbound service originating at, or inbound service terminating at, addresses in states which levy, or assert a claim of right to levy, a gross receipts tax on COMPANY's operations in any such state, or a tax on interstate access charges incurred by COMPANY for originating access to telephone exchanges in that state. This surcharge is based on the particular state's receipts tax and other states receipts taxes imposed directly or indirectly upon COMPANY by virtue of and measured by the gross receipts or revenues in that state and /or payment of interstate access charges in that state. The surcharges will be shown as a separate line item on the customer's invoice.

36. **TELECOMMUNICATIONS SERVICE PRIORITY PROVISIONING AND RESTORATION OF SERVICE**

The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the prioritization for such activities.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**37. TOLL-FREE SERVICE ASSURANCE GUARANTEE**

A. If a Toll-Free line provided by COMPANY to the Customer is subject to a Service Disruption, COMPANY will, within 15 minutes of the exact time of completion of the Confirmation Process, reroute traffic from the Affected Toll-Free Line to any working number: (i) terminating in forty-eight (48) contiguous United States Domestic U.S.); and, (ii) which is provided by COMPANY to the Customer. If COMPANY fails to reroute such traffic within fifteen (15) minutes after completion of the Confirmation Process (A Toll-Free Line Outage), COMPANY will credit to the Customer's account an amount equivalent to the lesser of: (i) one hundred percent (100%) of the usage for the Affected Toll-Free Line for the entire month in which the Toll-Free Line Outage occurred; or, (ii) one hundred ten percent (110%) of the usage for the Affected Toll-Free Line in the month prior to the month in which the Toll-Free Line Outage occurs.

(1). Service Disruption is defined as a degradation in the performance of a toll-free line provided by COMPANY to the Customer (Affected Toll-Free Line) which completely disallows COMPANY from terminating calls to such Affected Toll-Free Line.

(2). The Confirmation Process is defined as (i) the Customer's telephonic notification to an COMPANY Customer Service Representative of a Service Disruption and the furnishing by the Customer of certain information (including the Customer's name and address, the Customer's COMPANY account number and the Affected Toll-Free Line, the service subscribed to by the Customer and the approximate time the Service Disruption began; and, (iii) acknowledgment from such COMPANY Customer Service Representative that traffic to the Affected Toll-Free Line will, in accordance with the terms of this Guarantee, be rerouted within 15 minutes of the conclusion of the Customer's telephone call to COMPANY.

(3). The credit will be applied within sixty (60) days of the Service Disruption. The credit will be calculated based on all calls to the Affected Toll-Free Line(s) and applied to the Customer's interstate usage.

(4). COMPANY is guaranteeing only that calls will be rerouted within 15 minutes upon completion of the Confirmation Process, not that service will be restored to the main location in that timeframe. COMPANY's only obligation under this Guarantee is to issue the appropriate credit as described above.

(5). A maximum of five (5) affected toll free numbers per Customer, per occurrence will be covered under this Guarantee.

(6). The customer is required to designate and provide to COMPANY a working telephone number with enough capacity to handle the rerouted traffic. COMPANY will not be responsible or liable for uncompleted calls due to problems with the working telephone number or insufficient capacity or number of lines at the working telephone number designated by the Customer.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

37. **TOLL-FREE SERVICE ASSURANCE GUARANTEE (Cont'd)**

(7). The Toll-Free Service Assurance Guarantee shall not apply for the following:

(a). a Service Disruption is caused by the negligence, errors, or omission of the affected Customer or others authorized by the Customer to use the Customer's service;

(b). a Service Disruption is caused due to the failure or malfunction of any power, equipment, service, or systems not provided directly by COMPANY;

(c). a Service Disruption occurs during any period in which COMPANY or its agents are not afforded access to the premises where access lines associated with the Affected Toll-Free Line is terminated; provided, however, that such access is needed to prevent Service Disruption;

(d). a Service Disruption occurs during any period when the Customer has released the service to COMPANY for maintenance or rearrangement purposes, or for the installation or de-installation of a Customer order;

(e). a Service Disruption occurs during a period when the Customer elects not to release the service(s) for testing and/or repair and continues to use it on an impaired basis;

(f). a Service Disruption occurs due to network busy conditions;

(g). a Service Disruption non immediately/promptly reported to COMPANY;

(h). a Service Disruption is caused by the failure of an underling local exchange carrier or third party carrier of local, switched and/or dedicated service that COMPANY relies on to provide service to the Customer;

(i). a Service Disruption is caused by the failure of the National SMS 800 database and/or system;

(j). COMPANY is not the Responsible Organization (Resp Org) for the Affected Toll-Free Line;

(k). The on-line portion in a Multi-carrier situation;

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**37. TOLL-FREE SERVICE ASSURANCE GUARANTEE (Cont'd)**

(l). The Customer is utilizing COMPANY's Toll-Free Verified and Non-verified PAC, GeoRouting, or Menu Routing services;

(m). a Service Disruption caused by the Customer's use of COMPANY services in any unauthorized or unlawful manner; and/or,

(n). a Service Disruption is caused by or resulting from a *force majeure* event beyond the reasonable control of COMPANY including, but not limited to, an act of God, government regulations, or national emergency.

**38. CUSTOMER SATISFACTION GUARANTEE**

Customers who have entered into a term agreement for COMPANY service may terminate their agreement with COMPANY prior to the expiration of the term without liability for early termination charges (except as set forth herein) if COMPANY fails to provide billing and/or transmission services in accordance with industry standards within thirty (30) days after receipt of written notification from the customer specifying that an COMPANY billing and/or transmission service deficiency exists and issuance of an COMPANY trouble ticket. If the Customer terminates a term agreement because COMPANY is unable to cure an COMPANY billing and/or transmission service deficiency within thirty (30) days of receipt of the Customer's written notice and issuance of a trouble ticket, the customer will be entitled to receive:

A. A prorated portion of any tariffed discounts and/or credits that the customer would have been entitled to receive based on the portion of the term that has expired; and

B. Reimbursement for actual and applicable installation costs associated with switching it back to its previous long distance carrier. COMPANY will credit Customers utilizing switched access services an amount equal to the applicable Primary Interexchange Carrier (PIC) change charge actually incurred and paid by the Customer up to a maximum of \$10.00 per line. COMPANY will credit Customers utilizing dedicated access services an amount equal to the applicable installation charges actually incurred and paid by the Customer up to a maximum of \$200.00 per DS-0 line and a limit of 100 DS-0 lines. In order to qualify for this offering, the Customer must, within sixty (60) days of sending written notice of termination to COMPANY, submit invoices documenting the actual installation charges for which it seeks a credit.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

38. **CUSTOMER SATISFACTION GUARANTEE (Cont'd)**

In order to qualify for this guarantee, the Customer must notify COMPANY in writing of its intent to cancel its COMPANY service thirty (30) days prior to the requested termination date. Written notification must be sent to:

Touch America, Inc.  
Attention: Cancellation Notification  
1903 South Russell St.  
P.O. Box 5207  
Missoula, Montana 59806

Note: This guarantee excludes international frame relay and international private line services.

39. **MINIMUM USAGE COMMITMENT**

A. Where specifically allowed in the tariff, for those COMPANY services which provide a discount based upon the customer's commitment to use a minimum amount of COMPANY services per month, COMPANY will count the customer's total use of COMPANY services, except charges that have been specifically excluded under this tariff, in determining whether the customer satisfies the minimum usage requirement.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 - SERVICE DESCRIPTIONS, RATES AND CHARGES**

1. **AUDIO TELECONFERENCING**

A. **General Description:** Audio Teleconferencing permits three (3) or more customers located within the State to be connected. COMPANY offers its customers the following three (3) Audio Teleconferencing services:

1. Operator Assisted Conferencing Calling
2. 800 Meet Me
3. Local Meet Me

B. **New Customer Discount:** New Customers who have never used COMPANY's Audio Teleconferencing service will receive a fifty (50) percent discount off of their first thirty (30) days of usage.

C. **Rates:**

- |      |                                                               |        |
|------|---------------------------------------------------------------|--------|
| (1). | <b><u>Operator Assisted Conferencing Calling ("OACC")</u></b> |        |
|      | Bridging Cost*, per bridged minute                            | \$0.43 |
| (2). | <b><u>800 Meet Me Conferencing</u></b>                        |        |
|      | Bridging Cost*, per bridged minute                            | \$0.44 |
| (3). | <b><u>Local Meet Me Conferencing</u></b>                      |        |
|      | Bridging Cost*, per bridged minute                            | \$0.28 |

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**1. **AUDIO TELECONFERENCING (Cont'd)**D. **Volume Discount:** Discount is based on total Audio Conferencing charges.**Retroactive Discount**

<b>Total Monthly Usage Charges</b>	<b>Percent Discount</b>
\$0.00 - \$500	0%
\$500.01 - \$1,000	4%
\$1,000.01 - \$2,500	8%
\$2,500.01 - \$5,000	12%
\$5,000.01 - \$10,000	16%
\$10,000.01 - \$15,000	18%
\$15,000.01 - \$20,000	20%
\$20,000.01 - \$25,000	22%
\$25,000.01 - +	24%

\* The Bridging Cost includes the rate associated with the long distance call.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100



**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

2. **ENHANCED 800/888/877 FEATURES**

A. **General Description:** Enhanced 800/888/877 Features are selected add on enhancements to all of COMPANY's 800 Services. The following enhancements are available:

(1). **Time of Day Routing:** Customer can accept incoming calls on alternate numbers based on time-of-day.

(2). **Day of Week Routing:** Customer can accept incoming calls on alternate numbers based on day of week.

(3). **Holiday Routing:** Customer can accept incoming calls on alternate numbers based on holiday.

(4). **Direct Terminal Overflow:** Customer can forward incoming calls to predesignated local number if busy; (DAL customers only).

(5). **Tailored Call Coverage:** Customer can block calls from one 800 origination. Calls may be blocked by area code, area code/exchange, LATA, state, or 10 digit ANI.

(6). **Dialed Number Identification:** Customer can identify dialed number; (DAL customers only).

(7). **% Allocation Routing:** Routes calls placed on an 800 number up to 8 different terminating locations based on whole number percentages that add up to 100%.

(8). **Alternative Routing:** Customer can Activate Alternate Routing Plan.

(9). **Real Time ANI:** Allows dedicated access customers to receive the ANI of the calling party if the call originates from an equal access end office.

(10). **Account Codes:** Allows the customer to track usage of its 800 number back to specified user codes and/or to limit use of its 800 number to only those dialing authorized codes. Requires that additional digits be dialed after the regular 10-digit 800-number is dialed. Two types are available: verified and non-verified. With both types of codes, calls cannot be completed without entry of the specified codes. In addition, with the verified codes, calls are not completed until codes are verified for accuracy. As an option, Call Detail can be sorted by either verified or non-verified codes.

(11). **Geographical Routing:** Allows the customer to arrange for calls to a single 800 service telephone number placed from different groups of originating locations to terminate to different locations. Originating locations may be identified using the NPA or by NPA/NXX\*.

\* TA Confidence and TA Simple-One Promise customers only (switched & dedicated).

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

**2. ENHANCED 800/888/877 FEATURES (Cont'd)**

(12). 800 Directory Publication: Allows customers to publish their 800 number(s) in AT&T's 800 directory.

(13). Menu Routing: Plays prerecorded messages in a menu like fashion referring callers to other numbers, explaining service conditions, or other information that a Customer desires to provide to their callers. The call may either terminate after the message announcement, or proceed to a set of interactive voice responses that give additional menu options. These menu options may terminate to a final destination or prompts can be linked to another set of menu options. COMPANY supports two types of Menu Routing:

(a). Basic Menu Routing Plans: Basic Menu Routing will allow one voice announcement message to be followed by a menu of options. Customers may select up to four (4) menu options. These menu options will terminate to a ring-to number based on the menu option selected using the keypad on the telephone.

(b). Advanced Menu Routing Plans: Any plan that does not meet the Basic Menu Routing requirements as described above, will be considered an Advanced Menu Routing Plan. The limitations for Advanced Menu Routing are as follows: (1) no more than nine (9) Menu Options per set or grouping; and, (2) no more than four (4) menu levels.

(14). Quota Call Allocation - Round Robin: Distributes incoming calls to terminating addressed (TA's) or other feature(s) to a fixed number of calls per a designated unit of time (minutes or hours). A Customer will be able to distribute calls to several TA's based on the number of calls per unit of time. The unit of time versus the amount of calls can be adjusted based on what the user specifies, e.g., the number of calls per unit of measure.

B. Availability: Enhanced 800/888/877 Features are available individually or in any combination for both existing and new customers.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**2. **ENHANCED 800/888/877 FEATURES (Cont'd)**C. **Rates:** Rates include an installation charge and a monthly recurring charge.**Monthly Recurring Charges**

Tailored Call Coverage	\$0.00
Account Codes Verified	\$50 per block of 100
Account Codes Non-Verified	\$50 per 800 number
Geographical Routing	\$0.0005 per MOU*
Real Time ANI	\$350.00 per trunk group
Dial Number Identification Service (DNIS)	\$0.00
Directory Publication	\$15.00
All other features	\$75.00**
Menu Routing	\$0.05 per call
Quota Call Allocation	\$50.00

**Non-Recurring Charges**

Tailored Call Coverage	\$25.00
Per option change to 800 number	\$25.00
Real Time ANI	\$300.00 per trunk group
Account Codes Installation charge	\$75.00
Account Codes Change charge	\$75.00
Dial Number Identification Service (DNIS)	\$500.00
Directory Publication	\$15.00
All other features	\$50.00***

\* The \$0.0005 rate per MOU is in addition to the monthly recurring and non-recurring charges.

\*\* Per arrangement (each feature chosen).

\*\*\* Per order (one or multiple features).

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)****3. NATIONAL TOLL FREE**

A. General Description: National Toll Free is a virtual banded inbound service that allows customers to receive 800 calls from throughout the Continental U.S.

B. Billing: Six (6) second increments with a thirty (30) second average minimum.

C. Call Detail: Call detail will provide the following information when the technical capability exists:

- (i) Date,
- (ii) Number of calling party,
- (iii) LATA of calling party,
- (iv) Time of call,
- (v) Duration of call, and
- (vi) Cost of call.

D. Calling Rating: Calls will be rated at the time period where the call terminates.

E. Monthly Recurring Charges

Per Minute of Use

Service Area	Business Day	Evening	Night/Weekend
All Mileage	\$0.2200	\$0.1800	\$0.1673

F. Volume Discount: Volume discounts are applied to the first \$.01 of usage and apply on a per account basis. If the customer also subscribes to Touch America Direct Toll Free, Global-Card and/or International Services, his/her combined total monthly usage will be used to determine the National Toll Free volume discount as if all usage had only been on National Toll Free service.

Monthly Usage

Total Monthly Usage Charges	Percent Discount
\$0.00 - \$100	0%
\$100.01 - \$350	10%
\$350.01 - \$1,350	13%
\$1,350.01 - \$2,500	15%
\$2,500.01 - \$5,000	18%
\$5,000.01 - +	21%

G. Payphone Use Charge: \$0.30

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)****4. TOUCH AMERICA DIRECT TOLL FREE**

A. General Description: Touch America Direct Toll Free is a virtual banded inbound service that allows customers to receive 800 calls from throughout the Continental U.S. via voice frequency or DS-1 terminations.

B. Billing: Six (6) seconds with a thirty (30) second average minimum.

C. Calling Rating: Calls will be rated at the time period where the call terminates.

D. Discounts

If the customer also subscribes to National 800, Global-Card and/or International Services, his/her combined total monthly usage will be used to determine the Touch America Direct Toll Free volume discount as if all usage had only been on Touch America Direct Toll Free service.

E. Actual Monthly Recurring Charges

(1). T1-Termination

(a). Rates:

Per Minute of Use			
Service Area	Business Day	Evening	Night/Weekend
All Mileage	\$0.1570	\$0.1300	\$0.1098

(b). Applicable Discounts:

Monthly Usage	Volume Discount
\$0.00 - \$1,000	0%
\$1,000.01 - \$10,000	12%
\$10,000.01 - \$30,000	15%
\$30,000.01 - +	20%

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**4. **TOUCH AMERICA DIRECT TOLL FREE (Cont'd)**E. **Actual Monthly Recurring Charges (Cont'd)**(2). **VJ<sup>2</sup> Termination**

## (a). Rates:

Per Minute of Use

Service Area	Business Day	Evening	Night/Weekend
All Mileage	\$0.1800	\$0.1547	\$0.1290

## (b). Applicable Discounts:

Monthly Usage	Volume Discount
\$0.00 - \$1,000	0%
\$1,000.01 - \$10,000	12%
\$10,000.01 - \$30,000	15%
\$30,000.01 - +	20%

## (c). Payphone Usage Charge: \$0.30 per call

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)****5. PERSONAL 800 SERVICE**

A. General Description: Personal 800 is a switched nationwide 800 product that can be used by the customer anywhere in the domestic United States, Alaska and Hawaii. To use Personal 800, the customer will dial a designated 1-800-XXX-XXXX number (the same 800 number will be used by all subscribers). The customer will then enter their six digit authorization code (there will be no voice response requesting the customer to enter his/her authorization code). Once the six digit authorization code has been verified, the call will be completed.

B. Billing: Full minute

C. Availability: Personal 800 is available to both residential and small business customers. The service will only be sold to customers that have COMPANY as their long distance carrier on their billed-to telephone number.

D. Rates:

<b>Rates Per Minute of Use</b>	<b>Rate</b>
Day	\$0.22
Evening	\$0.19
Night/Weekend	\$0.19

E. Charges: Payphone Use Charge \$0.30

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)****6. USA PLAN SERVICE**

A. General Description: USA PLAN Service provides facilities to complete interLATA, intraLATA, and calls between any two points. Service is available on a full-time basis, twenty-four (24) hours a day, seven (7) days a week.

B. Billing: Full minute

C. Time Periods:

Mon, Tue, Wed, Thu, Fri, Sat, Sun	8:00am to 5:00pm*	Day
Mon, Tue, Wed, Thu, Fri, Sat, Sun	5:00pm to 11:00pm*	Evening
Mon, Tue, Wed, Thu, Fri, Sat, Sun	11:00pm to 8:00am*	Night/Weekend

\* Up to but not including, the times shown.

The evening rate applies to the following Holidays unless a lower rate would normally apply: Christmas Day, New Year's Day, July 4th, Labor Day and Thanksgiving, Memorial Day, Veteran's Day, Martin Luther King Day, President's Day, and Columbus Day.

D. Recurring Rates

DAY		
	Initial Period	Additional Increment
All Mileage	\$0.2500	\$0.2500
EVENING		
	Initial Period	Additional Increment
All Mileage	\$0.1800	\$0.1800
NIGHT/WEEKEND		
	Initial Period	Additional Increment
All Mileage	\$0.1500	\$0.1500

E. Nonrecurring Charges

	Per Circuit	Per Order
Administrative Charge	\$0.00	\$0.00
Service Conversion	\$0.00	\$0.00
Billing Record Charge	\$0.00	\$0.00

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100



**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)****7. GLOBAL-CARD CALLING CARD**

A. General Description: Global-Card Calling Card allows customers to make domestic calls away from home anywhere in the United States. Additionally, the Global-Card provides International origination from over 50 countries worldwide. To initiate a Global-Card call, the customer dials a toll free number. When the call is acknowledged, the customer then inputs their card number and security code.

B. Billing: Six (6) second increments.

C. Time Periods:

Mon, Tue, Wed, Thu, Fri, Sat, Sun	8:00am to 5:00pm*	Day
Mon, Tue, Wed, Thu, Fri, Sat, Sun	5:00pm to 11:00pm*	Evening
Mon, Tue, Wed, Thu, Fri, Sat, Sun	11:00pm to 8:00am*	Night/Weekend

\* Up to but not including, the times shown.

D. Rates:

(1). There is a surcharge per call when utilizing the Global-Card Calling Card in addition to the charge in (2) below: \$.25

(2). There is a charge per minute of use for the Global-Card calling card:

Day	Evening	Night/Weekend
\$0.25	\$0.18	\$0.18

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)****8. GLOBAL-CARD + CALLING CARD**

A. General Description: Global-Card + Calling Card is designed for residential services. Global-Card + allows customers to make domestic and international call away from home anywhere in the United States.

To initiate a Global-Card + call, the customer dials a toll free 800 number. The voice response unit ("VRU") then instructs the customer to input the authorization code, which is the customer's billed to number plus four (4) digits. After the proper verification of the authorization code, the VRU guides the customer through the available options.

B. Billing: Full minute

C. Availability: Global-Card + is restricted to the following MTS 1+ services: USA PLAN and Radiance +.

D. Rates:

Per Minute Rates	
All Time Periods	\$0.40
Surcharge	
Per Call	\$0.99
Operator Surcharge Per Call	\$2.25
Payphone Use Charge	\$0.25

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)****9. RADIANCE + SERVICE**

A. General Description: Radiance + ("Radiance") provides facilities to complete InterLATA, intraLATA calls between two (2) points. The customer will be assigned an authorization code that will authorize the use of Radiance by that customer. Service is available twenty-four (24) hours a day, seven (7) days a week.

Radiance rates are stated in terms of initial minutes and additional minutes.

B. Billing: Full minute.

C. Availability: Radiance is available to any customer. Additionally, casual callers who utilize COMPANY's service via 10XXX, will be billed Radiance rates.

D. Time Periods:

Monday thru Friday	8:00am to 4:59pm	Day Rate Period
Sunday thru Friday	5:00pm to 10:59pm	Evening Rate Period
Monday thru Friday	11:00pm to 7:59am	Night Weekend Period
Sunday	11:00pm to 4:59pm	
Saturday	All Day	

E. Rates:

Per Minute Usage Rates		
Day	Evening	Night/Weekend
\$0.27	\$0.15	\$0.12

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)****10. CHOICE VIRTUAL NETWORK SERVICE (CVNS)**

A. General Description: Choice Virtual Network Service (CVNS) allows geographically dispersed companies with different usage volumes to combine their private networks with portions of the public switched network. With CVNS, users can create their own private network by utilizing the intelligence embedded in the COMPANY network.

B. Choice Virtual Network – FramePlus: FramePlus frame relay service is a public, fast-packet data network offering. Customers access Frame Plus at COMPANY's closest Points of Presence (POPs). Within the POP, COMPANY designs and installs Network Node connections on the FramePlus network. A Network Node is comprised of a Port Connection and Permanent Virtual Circuits (PVCs) that define the connections between customers' ports. COMPANY dynamically allocates capacity across these logically assigned PVCs, supporting multiple customer data networks. FramePlus supports a variety of simultaneous data applications over a single integrated facility. It is optimal for applications requiring transmission between multiple locations that need high speed connectivity with low latency or delay.

C. Billing: Six (6) second increments

D. Time Periods:

8:00 AM – 4:59 PM Monday through Friday	Peak
All other times	Non-Peak

E. Availability: CVNS is available on a nationwide basis for both switched and dedicated access.

F. Usage Rates:

Usage Rates (per minute of use)			
Switched Access		Dedicated Access	
Peak	\$0.2261	Peak	\$0.1378
Non-Peak	\$0.1805	Non-Peak	\$0.1311

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**10. **CHOICE VIRTUAL NETWORK SERVICE (CVNS) (Cont'd)**F. **Discounts**

	<b>Month to Month</b>	<b>1 Year</b>	<b>2 Years</b>	<b>3 Years</b>
\$25,000-\$49,999	5.00%	10.50%	14.40%	16.30%
\$50,000-\$99,999	13.50%	22.50%	25.40%	27.30%
\$100,000-\$149,999	18.00%	26.50%	29.40%	31.30%
\$150,000-\$199,999	19.50%	30.50%	33.40%	35.30%
\$200,000-\$249,999	22.00%	32.50%	35.40%	37.30%
\$250,000-\$299,999	22.25%	32.75%	35.65%	37.55%
\$300,000-\$349,999	22.50%	33.00%	36.00%	38.00%
\$350,000-\$499,999				
\$500,000-plus				

G. **Enhanced 800/888/877 Features**: The monthly recurring and non-recurring charges for Enhanced 800/888/877 apply. See Section 3, paragraph 2 for details.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

11. **DEDICATED SERVICES**

Generally: Dedicated services provide an analog or digital special access line going from a caller's own equipment directly to a long distance company's switch or POP. The line may go through the local exchange Central Office, but the local exchange carrier does not switch calls on this line. COMPANY offers the following dedicated access services:

A. **PRIVATE LINE SERVICES**

1. **General Description:** Voice Grade Service is offered in increments of one or more voice grade channels. Such voice grade systems may be utilized for voice service, data service, facsimile service, off-premise extension, foreign exchange, automatic ring down, tie line service(s) or any combination thereof, and may be interconnected with the facilities of other communication carriers and users for a customer's communication needs.

Analog Data Service provides dedicated service for interstate, intrastate, and InterLATA end to end communications between cities. This data is capable of full duplex (simultaneous two-way transmission) operation utilizing a four-wire voice grade circuit on a point-to-point basis.

B. **TOUCH AMERICA DIRECT (DS-1) (DS-1, 1.544 MBPS) (T-1)**

1. **General Description:** Touch America Direct, DS-1, 1.544 Mbps (also known as T-1 or Terrestrial Digital Service) is a high-speed digital communications service with a transmission rate of 1.544 million bits per second, or the equivalent of 24-voice channels transmitting at 64 thousand bits each per second.

C. **Billing:** Billing for COMPANY's Dedicated Services ("Private Line and T-1/DS-1 Services") will be done on a fixed and per mile basis.

D. **Local Access:** For customers who elect to have COMPANY bill them for Local Exchange Access Service, COMPANY will pass through the applicable rates set forth in the Local Exchange Carrier's tariff at the time service is provided to the customer. The customer will continue to be billed for local loops at the rate charged by the LEC at the time the customer received service, unless adjusted by COMPANY to reflect rate changes instituted by the LEC.

E. **Availability:** COMPANY's Dedicated Services (Private Line and T-1/DS-1 Services) are available to any customer and are only available on an intrastate basis when the customer has signed up for the interstate Private Line or T-1/DS-1 Service(s).

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

11. **DEDICATED SERVICES (Cont'd)**

F. **Definitions** – The following definitions are applicable to COMPANY's Dedicated Services:

*Basic Digital Service (BDS):* A dedicated digital private line service that may be utilized to support voice frequency, data, video and facsimile applications.

*Burst Information Rate (BIR):* A short duration transmission that can relieve momentary congestion in the Local Area Network.

*Channel or Circuit:* A communications path between two or more points.

*Central Office Connection (COC) Charge:* A charge assessed on dedicated service customers on a non-recurring and monthly basis for the cost of connecting the customer's dedicated access line to the carrier's Central Office.

*Committed Information Rate (CIR):* A rate assigned to each Private Virtual Circuit (PVC) by the TA FramePlus subscriber. CIRs represent the "guaranteed" transmission rates between two network ports. CIRs are available in 8 Kbps increments from Zero to 1024K.

*Dedicated Access Lines:* Dedicated Access lines used between the customer's premises and Company's Points-of-Presence for origination or termination of telecommunication traffic.

*Extended Digital Service (EDS):* A dedicated digital private line service that may be utilized to support voice frequency, data, video and facsimile applications. EDS is available in increments of 64 Kbps up to 512 Kbps for higher speed data applications.

*High Speed Digital Service (HDS) (Touch America Direct (DS3)):* A dedicated digital private line service that may be utilized to support voice frequency, data, video and facsimile applications. HDS transports full duplex digital signals over terrestrial facilities at the rate of 44.736 Mbps or the equivalency of 28 DS-1's or 672 DS-0's.

*Permanent Virtual Circuit (PVC):* A logical connection between port connections. PVC's are defined on the basis of simplex (or asymmetrical) transmission, which allows the user to establish different data transmission rates in each direction.

*Terrestrial Digital Service (TDS) (Touch America Direct (DS1)):* A dedicated digital private line that may be utilized to support voice frequency, data, video and facsimile applications. TDS transports full duplex digital signals over terrestrial facilities at the rate of 1.544 Mbps or the equivalency of 24 DS-0's.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**11. **DEDICATED SERVICES (Cont'd)**G. **Charges:**(1) **Dedicated Leased Line Charges:**

	<b>Fixed</b>	<b>Per Mile</b>	<b>COC MRC</b>	<b>COC NRC</b>	<b>Bridging</b>
TA Basic Digital Service	\$225.00	\$0.29	\$50.00	\$150.00	\$17.00
Extended Digital Service 128	\$450.00	\$0.58	\$150.00	\$500.00	
Extended Digital Service 192	\$675.00	\$0.87	\$150.00	\$500.00	
Extended Digital Service 256	\$900.00	\$1.16	\$150.00	\$500.00	
Extended Digital Service 320	\$1,125.00	\$1.45	\$150.00	\$500.00	
Extended Digital Service 384	\$1,350.00	\$1.74	\$150.00	\$500.00	
Extended Digital Service 448	\$1,575.00	\$2.03	\$150.00	\$500.00	
Extended Digital Service 512	\$1,800.00	\$2.32	\$150.00	\$500.00	
Extended Digital Service 576+	\$1,900.00	\$2.30	\$150.00	\$500.00	
Touch America Direct (DS1)	\$1,900.00	\$2.30	\$150.00	\$500.00	
Touch America Direct (DS3)	\$16,000.00	\$42.00	\$500.00	\$2,700.00	

(2) **FramePlus Charges:**

<b>Port Connection</b>	<b>Fixed Rate</b>	<b>Per DSO</b>	<b>Change</b>	<b>Install</b>
Continental US	\$100	55	\$250	N/A
Authority NW/S (per network)	\$1,000	N/A	\$500	\$2,000
ARC	\$250	N/A	\$250	\$250

**Permanent Virtual Circuits**

	<b>CIR per 8K Simplex</b>	<b>BIR per 8K Simplex</b>
Continental US	\$17.00	\$3.00

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100



**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)****11. DEDICATED SERVICES (Cont'd)****H. Discounts****(1). Leased Line and FramePlus:**

	MTM	1 Year	2 Year	3 Year
\$0 – 25,000	0%	0%	0%	0%
\$25,000 - 50,000	0%	10%	12%	15%
\$50,000 - 75,000	0%	12%	15%	18%
\$75,000 - 100,000	0%	15%	17%	20%
\$100,000 - 125,000	0%	16%	18%	21%
\$125,000 - 150,000	0%	17%	20%	23%
\$150,000 - 250,000	0%	19%	22%	25%
\$250,000 - 350,000	0%	20%	23%	26%
\$350,000 - 500,000	0%	21%	24%	27%
\$500,000 - Plus	0%	22%	25%	28%

**(2). HSDS (High Speed Digital Services) - DS-3 IOC (Inter-Office Channel):**

	MTM	1 Year	2 Year	3 Year
\$0 – 25,000	0%	0%	0%	0%
\$25,000 - 50,000	0%	15%	16%	17%
\$50,000 - 75,000	0%	17%	18%	19%
\$75,000 - 100,000	0%	18%	19%	20%
\$100,000 - 200,000	0%	19%	21%	22%
\$200,000 - 350,000	0%	21%	23%	24%
\$350,000 - 500,000	0%	25%	27%	28%
\$500,000+	0%	32%	35%	38%

**12. RESERVED FOR FUTURE USE**

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)****13. CAMPUS TALK SWITCHED**

A. General Description: Campus Talk Switched is a calling card service, which provides long distance service via switched access, and will be marketed to various types of educational institutions, training facilities and/or housing entities that want to provide a long distance service to their residents and employees. Campus Talk Switched is designed for students 18 years or older that want the benefit of a calling card service.

B. Billing: Thirty (30) seconds initial minimum and one (1) second increments thereafter.

C. Time Periods:

Mon, Tue, Wed, Thu, Fri, Sat, Sun	8:00am to 5:00pm*	Day
Mon, Tue, Wed, Thu, Fri, Sat, Sun	5:00pm to 11:00pm*	Evening
Mon, Tue, Wed, Thu, Fri, Sat, Sun	11:00pm to 8:00am*	Night/Weekend

\* Up to but not including, the times shown.

D. Credit Limit: There will be a \$75 credit limit (no deposit based on possible credit check). Once the student exceeds \$75 they are prohibited from making additional 1+ calls until balance is less than \$75.

E. Rates: The rates are the same for calls made from within a customer's specified NPA. Also, there is a fee to reinstate services disconnected due to non-payment, abuse to or improper use of the service.

(1). Payphone Surcharge: \$0.30

(2). Calls made from within and outside school's NPA:

Day	Evening	Night/Weekend
\$0.15	\$0.15	\$0.15

(3). Reconnect Fee: \$5.00

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)****14. CAMPUS TALK DEDICATED SERVICE**

A. General Description: Campus Talk Dedicated Service is a student billing service which will be marketed to various types of educational institutions, training facilities and/or housing entities that want to provide a long distance service to their residents. Campus Talk Dedicated Service provides long distance service to the all types of students that are 18 years or older. This service requires dedicated access to either the school's or training center's PBX or Centrex Site and will require the use of authorization codes.

Campus Talk Options provides the educational institution; training facility; and/or housing entity with the ability to select the end-user rate based on what is most appropriate for their particular environment.

B. Credit Limit: There will be a \$75 credit limit (no deposit based on possible credit check). Once the student exceeds \$75 they are prohibited from making additional calls until balance is less than \$75. Students will be notified that they have exceeded their credit limit via an automated recording on their phone. The recording will provide a toll free number to call COMPANY.

C. Billing: Initial thirty (30) second minimum and one (1) second increments thereafter.

D. Time Periods:

Mon, Tue, Wed, Thu, Fri, Sat, Sun	8:00am to 5:00pm*	Day
Mon, Tue, Wed, Thu, Fri, Sat, Sun	5:00pm to 11:00pm*	Evening
Mon, Tue, Wed, Thu, Fri, Sat, Sun	11:00pm to 8:00am*	Night/Weekend

\* Up to but not including, the times shown.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**14. **CAMPUS TALK DEDICATED SERVICE (Cont'd)**E. **Rates:** Per Minute Rates for Intrastate

<b>Day Rates</b>		
<b>Rate Mileage</b>	<b>First Minute</b>	<b>Additional Minute</b>
1-10	\$0.1800	\$0.1080
11-16	\$0.2040	\$0.1320
17-22	\$0.2040	\$0.1680
23-30	\$0.2760	\$0.1920
31-40	\$0.3240	\$0.2280
41-55	\$0.3600	\$0.2640
56-70	\$0.3776	\$0.2950
71-124	\$0.3776	\$0.3000
125-196	\$0.3900	\$0.3000
197-292	\$0.4200	\$0.3200
293 +	\$0.4500	\$0.3400
<b>Evening Rates</b>		
<b>Rate Mileage</b>	<b>First Minute</b>	<b>Additional Minute</b>
1-10	\$0.1170	\$0.0702
11-16	\$0.1326	\$0.0858
17-22	\$0.1560	\$0.1092
23-30	\$0.1794	\$0.1248
31-40	\$0.2106	\$0.1482
41-55	\$0.2340	\$0.1716
56-70	\$0.2496	\$0.1950
71-124	\$0.2730	\$0.2184
125-196	\$0.3042	\$0.2340
197-292	\$0.3276	\$0.2496
293 +	\$0.3510	\$0.2652
<b>Night/Weekend Rates</b>		
<b>Rate Mileage</b>	<b>First Minute</b>	<b>Additional Minute</b>
1-10	\$0.0720	\$0.0432
11-16	\$0.0816	\$0.0528
17-22	\$0.0960	\$0.0672
23-30	\$0.1104	\$0.0768
31-40	\$0.1296	\$0.0912
41-55	\$0.1440	\$0.1056
56-70	\$0.1536	\$0.1200
71-124	\$0.1680	\$0.1344
125-196	\$0.1872	\$0.1440
197-292	\$0.2064	\$0.1536
293 +	\$0.2258	\$0.1632

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**14. **CAMPUS TALK DEDICATED SERVICE (Cont'd)**F. **Campus Talk Options - Usage Rates**

## Option X

Time Period	Per Minute Rate
8:00am to 2:59pm Monday – Friday	\$0.20
3:00pm to 8:59pm Monday – Friday	\$0.12
9:00pm to 7:59am Monday – Friday	\$0.10
All Day Saturday and Sunday	\$0.10

## Option 1

Time Period	Per Minute Rate
8:00am to 2:59pm Monday – Friday	\$0.22
3:00pm to 8:59pm Monday – Friday	\$0.14
9:00pm to 7:59am Monday – Friday	\$0.10
All Day Saturday and Sunday	\$0.10

## Option 2

Time Period	Per Minute Rate
8:00am to 2:59pm Monday – Friday	\$0.22
3:00pm to 8:59pm Monday – Friday	\$0.19
9:00pm to 7:59am Monday – Friday	\$0.13
All Day Saturday and Sunday	\$0.13

## Option 3

Time Period	Per Minute Rate
8:00am to 2:59pm Monday – Friday	\$0.22
3:00pm to 8:59pm Monday – Friday	\$0.22
9:00pm to 7:59am Monday – Friday	\$0.12
All Day Saturday and Sunday	\$0.12

## Option 4

Time Period	Per Minute Rate
8:00am to 2:59pm Monday – Friday	\$0.22
3:00pm to 8:59pm Monday – Friday	\$0.20
9:00pm to 7:59am Monday – Friday	\$0.17
All Day Saturday and Sunday	\$0.17

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

14. **CAMPUS TALK DEDICATED SERVICE (Cont'd)**

F. **Campus Talk Options - Usage Rates (Cont'd)**

<b>Option</b>	<b>Time Period</b>	<b>Per Minute Rate</b>	<b>MRC</b>
5	All Time Periods	\$0.10	N/A
6	All Time Periods	\$0.10	N/A
7	All Time Periods	\$0.10	N/A
8	All Time Periods	\$0.10	N/A
9	All Time Periods	\$0.10	N/A
10	All Time Periods	\$0.13	N/A
11	All Time Periods	\$0.11	\$2.50

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

15. **TA CONFIDENCE**

A. **General Description:** TA Confidence is a multi-service product that includes inbound and outbound telecommunications services on a switched or dedicated basis, directory assistance, calling card service, Frame Relay service, Audio Teleconferencing, voice private line and high speed digital services.

B. **Terms and Conditions**

(1). **Term Plans** – Three term option plans: TA Confidence is available month-to-month and in 1-, 2-, and 3- year term contracts.

(2). **Early Termination Penalties**

(a). If customer fails to provide written notice of termination to COMPANY, the customer will be charged the applicable contract's Monthly Minimum for the remainder of the contract and all subsequent renewals until such written notice is received by COMPANY.

(b). If a customer provides COMPANY written notice terminating its service subsequent to the expiration of the Customer Satisfaction Guarantee, See Section 2, paragraph 38, the customer will be assessed the following termination penalty:

**1 Year Contract**

Early termination charges for customers who terminate service prior to expiration of their one (1) year term are calculated by taking the months remaining on the contract and multiplying by the monthly commitment level.

**2 Year Contracts**

If the contract is in the first 12 months, the customer will be responsible to COMPANY for: The remaining number of months of the first 12 months multiplied by the commitment level plus 35% of months remaining in the second 12 months.

If the customer is in their 2nd 12 months, the customer will be responsible to COMPANY for:

The remaining number of months multiplied by the monthly commitment

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

15. TA CONFIDENCE (Cont'd)

B. Terms and Conditions (Cont'd)

(2). Early Termination Penalties

3 Year Contracts

If the contract is in the first 24 months, the customer will be responsible to COMPANY for:

The remaining number of months of the first 24 months multiplied by the commitment level plus 35% of months remaining in the last 12 months.

If the customer is in their 3rd 12 months, the customer will be responsible to COMPANY for:

The remaining number of months multiplied by the monthly commitment.

(3). Minimum Usage Requirements: There is a minimum monthly usage commitment per month (Monthly Commitment). COMPANY will count Customer's total TA Confidence usage set forth in the customer's term commitment; less taxes, monthly recurring charges (MRCs), Audio Teleconferencing, and non-recurring charges (NRCs) to determine whether a customer satisfies the Monthly Commitment requirement designated. Minimum monthly usage will be based on total usage before discounts and promotions. If, during any month of the customer's term commitment for TA Confidence, usage falls below the customer's Monthly Commitment, the customer shall pay the actual amount billed for that service plus the difference between that amount and the customer's Monthly usage commitment. Customers are required to meet their monthly minimum commitments beginning on their fourth invoice.

(4). Contract Renewal: Upon expiration of the initial term and subsequent renewal term(s), the customer's agreement will automatically renew for a like period, unless either party notifies the other in writing of its intention not to renew 30 days before the end of the agreed term. The automatic renewal will be for the same contract length and the current tariff rates in effect at the time of such renewal associated with the term and volume of the original contract.

Either Customer or COMPANY may terminate an Agreement at the end of the initial term or renewal term by providing not less than thirty (30) days written notice. If no written notification is submitted to COMPANY's Billing Department not less than thirty (30) days prior to expiration of an Agreement and COMPANY has not given notice of termination to Customer, the Agreement shall automatically renew at the same Monthly Commitment level and Term and at the tariffed rates in effect at the time of such renewal.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100



**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**15. TA CONFIDENCE (Cont'd)B. Terms and Conditions(5). Guarantees:

(a). Rate Guarantee: In consideration of customer's commitment to use COMPANY's TA Confidence service, COMPANY agrees to provide switched services for the duration of the Agreement at the tariffed rates in effect at the time the Agreement is executed by customer; provided, however, that if the tariffed rates for switched services used by customer decrease during the term of the Agreement, such rate decreases will be passed through to customer. Customer's switched services will not be subject to any rate increases during the term of the Agreement. COMPANY also agrees to provide private line services ordered or installed at the time the Agreement is executed by customer; provided, however, that if the rates for private line services decrease during the term of the Agreement, such rate decreases will be passed through to the specific private line circuits used by customer. Customer's private line circuits installed prior to any rate increase will not be subject to the rate.

(b). Private Line and Frame Relay Guarantee: All subsequent dedicated leased lines and/or frame relay ports and permanent virtual circuits (PVCs) that are ordered and installed under an existing TA Confidence agreement will be rated at the rates which were in effect at the time the initial contract was executed. All circuits and/or frame relay ports are guaranteed for the length of the term contract. Month-to-month circuits and/or frame relay ports will be subject to rate increases as these increases are implemented. Locations and services can be added/deleted/changed throughout the term and still be covered under the original package.

(6). Volume Discounts: Volume discounts apply where specifically indicated.

C. Billing: Billing will be done in initial six (6) seconds and additional one (1) second increments. All minutes of use will be rounded up to the next increment (All rates are quoted in full minutes).

D. Time Periods

8:00 AM – 4:59 PM Monday through Friday	Peak
All other times, including Holidays	Non-Peak

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**15. **TA CONFIDENCE (Cont'd)**E. **Products, Rates and Charges:**(1). **TA CONFIDENCE Switched Outbound and Inbound 1+ Long Distance:**(a). **Outbound**

<b>InterLATA</b>		Peak	\$0.2100
		Off-Peak	\$0.2100
<b>IntraLATA</b>			
Option 1		Peak	\$0.2100
		Off-Peak	\$0.2100
Option 2	Monthly Subscription Fee		\$20.00
		Peak	\$0.2100
		Off-Peak	\$0.2100

(b). **Inbound**

InterLATA		Peak	\$0.2100
		Off-Peak	\$0.2100
IntraLATA			
Option 1		Peak	\$0.2100
		Off-Peak	\$0.2100
Option 2	Monthly Subscription Fee		\$20.00
		Peak	\$0.2100
		Off-Peak	\$0.2100
Directory Assistance			
	Intrastate - All calls		\$0.95 per call

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**15. **TA CONFIDENCE (Cont'd)**E. **Products, Rates and Charges (Cont'd):**(2). **TA CONFIDENCE Dedicated Long Distance Service:**(a). **Outbound**

<b>InterLATA</b>		Peak	\$0.1508
		Off-Peak	\$0.1508
<b>IntraLATA</b> Option 1		Peak	\$0.1508
		Off-Peak	\$0.1508
Option 2	Monthly Subscription Fee		\$20.00
		Peak	\$0.1508
		Off-Peak	\$0.1508

(b). **Inbound**

<b>InterLATA</b>		Peak	\$0.1508
		Off-Peak	\$0.1508
<b>IntraLATA</b>			
Option 1		Peak	\$0.1508
		Off-Peak	\$0.1508
Option 2	Monthly Subscription Fee		\$20.00
		Peak	\$0.1508
		Off-Peak	\$0.1508
<b>Directory Assistance</b>			
	Interstate All Calls		\$0.85 per call

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**15. TA CONFIDENCE (Cont'd)E. Products, Rates and Charges (Cont'd):(3). TA CONFIDENCE Global-Card Travel Card Service

Card	
Peak	\$0.270
Off-Peak	\$0.270
Surcharge per call	\$0.50
Operator Surcharge per call	\$2.25

(4). TA CONFIDENCE Frame Plus Frame Relay:

(a). Description: FramePlus frame relay service is a public, fast-packet data network offering. Customers access Frame Plus at COMPANY's closest Points of Presence (POPs). Within the POP, COMPANY designs and installs Network Node connections on the FramePlus network. A Network Node is comprised of a Port Connection and Permanent Virtual Circuits (PVCs) that define the connections between customers' ports. COMPANY dynamically allocates capacity across these logically assigned PVCs, supporting multiple customer data networks.

FramePlus supports a variety of simultaneous data applications over a single integrated facility. It is optimal for applications requiring transmission between multiple locations that need high speed connectivity with low latency or delay.

(b). TA CONFIDENCE FramePlus Rates:

Port Connection	Fixed Rate	Per DSO	Change	Install
Intrastate	\$106	\$58	\$250	N/A
Authority NMS (per network)	\$1,000	N/A	\$500	\$2,000
ARC	\$250	N/A	\$250	\$250

## Permanent Virtual Circuits

	CIR per 8K Simplex	BIR per 8K Simplex
Intrastate	\$18.00	\$3.00

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**15. **TA CONFIDENCE (Cont'd)**E. **Products, Rates and Charges (Cont'd):**(5). **TA CONFIDENCE Private Line Service:**

## (a). DS-0

Analog/Voice Grade	
Central Office Coordination	\$36.00 per channel
Bridging Charge	\$17.00 per bridgepoint
Digital Access Cross	
Connects Charge (DACs)	\$15.00 per channel

## (b). DDS/BDS – Basic Digital Service

Analog/Voice Grade	
Central Office Coordination	\$90.00 per channel
Bridging Charge	\$25.00 per bridgepoint
Digital Access Cross	
Connects Charge (DACs)	\$15.00 per channel

## (c). DS-1

Central Office Coordination	\$120.00 per channel
-----------------------------	----------------------

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**15. TA CONFIDENCE (Cont'd)E. Products, Rates and Charges (Cont'd)(6). TA CONFIDENCE Dedicated Services: See Section 3, paragraph 11 for details.

## (a). Rates and Charges:

	Fixed	Per Mile	COC MRC	COC NRC	Bridging
TA Basic Digital Service	\$225.00	\$0.29	\$50.00	\$150.00	\$17.00
Extended Digital Service 128	\$450.00	\$0.58	\$150.00	\$500.00	
Extended Digital Service 192	\$675.00	\$0.87	\$150.00	\$500.00	
Extended Digital Service 256	\$900.00	\$1.16	\$150.00	\$500.00	
Extended Digital Service 320	\$1,125.00	\$1.45	\$150.00	\$500.00	
Extended Digital Service 384	\$1,350.00	\$1.74	\$150.00	\$500.00	
Extended Digital Service 448	\$1,575.00	\$2.03	\$150.00	\$500.00	
Extended Digital Service 512	\$1,800.00	\$2.32	\$150.00	\$500.00	
Extended Digital Service 576+	\$1,900.00	\$2.30	\$150.00	\$500.00	
Touch America Direct (DS1)	\$1,900.00	\$2.30	\$150.00	\$500.00	
Touch America Direct (DS3)	\$16,000.00	\$42.00	\$500.00	\$2,700.00	

(b). Dedicated Local Loops: Tariffed LEC local loop rates will be passed on to the customer.(7). TA CONFIDENCE Audio Teleconferencing:

## (a). Base Rates:

Meet Me	\$0.28
800 Meet Me	\$0.44
Operator Assisted	\$0.43

(8). Enhanced 800/888/877 Features: The monthly recurring and non-recurring charges for Enhanced 800/888/877, discussed in Section 3, paragraph 2, apply.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**15. **TA CONFIDENCE (Cont'd)**

## F. Discounts:

(1). Discounts available to TA CONFIDENCE Audio Conferencing Usage: Only Audio Conferencing contributes to these volume levels and only Audio Conferencing receives these discounts.

Volume Level	Volume Discount	Volume Level	Volume Discount
\$0-499.99	0%	\$ 20000 - \$ 24999.99	22%
\$500 - 999.99	4%	\$ 25000 - \$ 49999.99	24%
\$1000 - 2499.99	8%	\$ 50000 - \$ 74999.99	31%
\$2500 - 4999.99	12%	\$ 75000 - \$ 99999.99	45%
\$5000 - 9999.99	16%	\$100000 - \$149999.99	47%
\$10000 - 14999.99	18%	\$150000 - Plus	49%
\$15000 - 19999.99	20%		

(2). Discounts Applicable to Leased Line and FramePlus Frame Relay:

TA Confidence Monthly Volume Discount Level	1 YEAR	2 YEAR	3 YEAR
\$0-\$9,999.99	0%	0%	0%
\$10,000.00-\$14,999.99	10%	11%	12%
\$15,000.00-\$19,999.99	11%	12%	13%
\$20,000.00-\$29,999.99	15%	17%	19%
\$30,000.00-\$39,999.99	16%	18%	20%
\$40,000.00-\$49,999.99	17%	19%	21%
\$50,000.00-\$74,999.99	18%	20%	22%
\$75,000.00-\$99,999.99	19%	21%	23%
\$100,000.00-\$149,999.99	20%	22%	24%
\$150,000.00- PLUS	21%	23%	25%

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**15. TA CONFIDENCE (Cont'd)

## F. Discounts:

(3). TA CONFIDENCE Package Discounts: The following services contribute to the monthly volume level and receive the associated volume discount based on the term agreement: Domestic Outbound/ Inbound, International inbound/outbound, Port and PVC charges on FramePlus, Dedicated Services (IXC & COC only), Canadian Inbound/Outbound, Domestic Global-Card, Directory Assistance, Domestic TA Multi-Fax (NOTE: Global-Card Surcharge is also discounted).

Monthly Volume Discount Level	1 YEAR	2 YEAR	3 YEAR
\$0-\$9,999.99	0%	0%	0%
\$10,000.00-\$14,999.99	10%	11%	12%
\$15,000.00-\$19,999.99	11%	12%	13%
\$20,000.00-\$29,999.99	15%	17%	19%
\$30,000.00-\$39,999.99	16%	18%	20%
\$40,000.00-\$49,999.99	17%	19%	21%
\$50,000.00-\$74,999.99	18%	20%	22%
\$75,000.00-\$99,999.99	19%	21%	23%
\$100,000.00-\$149,999.99	20%	22%	24%
\$150,000.00- PLUS	21%	23%	25%

G. Monthly Recurring Charges

(1). Standard Service: There is a subscription fee of \$25.00 for all TA Confidence accounts billing less than \$100.00 per month.

(2). WATS Access Line (WAL): Per WAL \$40.00

(3). Dedicated Local Loops: Tariffed LEC local loop rates will be passed on to the customer.

(4). Port Access Charge: Per active voice channel, per month; \$6.00 (DS-1 only).

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100



**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

15. **TA CONFIDENCE (Cont'd)**

H. Payphone Use Charge: A charge will apply to calls that originate from any payphone used to access COMPANY services. This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with COMPANY service, applies for the use of the instrument used to access COMPANY service and is unrelated to the COMPANY service accessed from the payphone. Customers will be charged the payphone use charge for each call which is placed from payphones with the exception of: (i) calls placed by inserting coins during the progress of the call; (ii) calls using Telecommunications Relay service; or, (iii) calls originated by customers with qualified hearing or speech impairments who are certified.

(1). Payphone Use Charge: \$0.30

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)****16. TA PURELY BUSINESS**

A. General Description: TA Purely Business is a service line consisting of switched outbound, switched inbound and card services. The services have flat rates, which are based on term and minimum usage commitments. TA Purely Business is intended for the small business segment billing a total of \$100 to \$2,500 in telecommunications services monthly. This service works well with both single locations and multiple location businesses.

(1). Option D: There is no minimum monthly usage commitment for customers receiving service under month-to-month plans. There is a minimum monthly usage commitment of \$35 for customers receiving service under term plans. If the customer's invoiced usage charges are less than the required minimum monthly usage commitment, the customer will be billed and required to pay a short fall charge equal to the difference between the monthly commitment and the actual amount billed. This short fall charge will be applied beginning with the customer's first full month's invoice.

(2). TA Enterprise: There is no minimum monthly usage commitment for customers receiving service under month-to-month plans. There is a minimum monthly usage commitment of \$25 for customers receiving service under term plans. If the customer's invoiced usage charges are less than the required minimum monthly usage commitment, the customer will be billed and required to pay a short fall charge equal to the difference between the monthly commitment and the actual amount billed. This short fall charge will be applied beginning with the customer's first full month's invoice.

B. Billing/Rounding: Intrastate rates are quoted in full minutes. Call rounding is thirty (30) second initial and one (1) second incremental. Call duration is calculated on a per call basis rounding up to the full increment. Call rating is on a bulk basis (all call duration totaled and then rated). Total is rounded to the nearest full cent.

(1). Global-Card Billing: The Global-Card is billed in initial thirty (30) seconds, then in six (6) second additional increments.

C. Time Periods:

8:00 AM – 4:59 PM Monday through Friday	Peak
All other times	Non-Peak

D. Terms and Agreements: TA Purely Business is available in month to month, twelve (12) and twenty-four (24) month term plans.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

16. **TA PURELY BUSINESS (Cont'd)**

E. **Renewals:** Upon expiration of the initial term and subsequent renewal term(s), the Customer's Agreement will automatically renew for a like period, unless either party notifies the other in writing of its intention not to renew 30 days before the end of the agreed term. The automatic renewal will be for the same length and at the current tariffed rates in effect at the time of such renewal associated with the term and volume of the original Agreement.

F. **Early Termination Charges**

(1). COMPANY will allow a customer to terminate its TA Purely Business Option D term Agreement prior to its expiration date provided the Customer is converting to another COMPANY product with equal or greater term and volume commitment levels.

(2). If a Customer terminates their service without cause prior to the expiration date of their term Agreement, the Customer will be billed and required to pay the minimum monthly usage charge for the remainder of the term Agreement.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**16. **TA PURELY BUSINESS (Cont'd)**G. **Rates and Charges:**(1). **Monthly Recurring Charges**(a). **Outbound and Inbound Usage Rates:**

## (i).

<b>Option D</b>		
	<b>Monthly</b>	<b>Term</b>
InterLATA	\$0.1860	\$0.1720
IntraLATA	\$0.1860	\$0.1720

## (ii).

<b>TA Enterprise</b>		
	<b>Monthly</b>	<b>Term</b>
All time periods	\$0.1580	\$0.15

(b). **Global-Card Travel Card:**

<b>Option D and TA Enterprise</b>			
All time periods			\$0.30
Surcharge per call			\$0.00
Operator surcharge per call			\$2.25
Payphone Use Charge			\$0.30

(c). **Inbound 800 Numbers:**

<b>Option D and TA Enterprise</b>	
First toll free number	\$0.00
Each add'l toll free number (for up to a maximum of seven)	\$5.00

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

**17. TA SIMPLE-ONE PROMISE**

A. General Description: TA Simple-One Promise is a voice and data service offering flat rated inbound, outbound, international, Global-Card, private line and frame relay products. TA Simple-One Promise is designed for new businesses with monthly revenue between \$200 and \$25,000. It is available on a month-to-month basis or a term contract (1 or 2 year). The terms have seven interstate commitment levels (\$200, \$750, \$2,500, \$4,000, \$7,000, \$12,000, and \$20,000). TA Simple-One Promise is available in two Options – Option 1 has no monthly fee and Option 2 has a monthly fee.

B. TA Simple-One Promise – FramePlus: FramePlus frame relay service is a public, fast-packet data network offering. Customers access Frame Plus at COMPANY's closest Points of Presence (POPs). Within the POP, COMPANY designs and installs Network Node connections on the FramePlus network. A Network Node is comprised of a Port Connection and Permanent Virtual Circuits (PVCs) that define the connections between customer's ports. COMPANY dynamically allocates capacity across these logically assigned PVCs, supporting multiple customer data networks. FramePlus supports a variety of simultaneous data applications over a single integrated facility. It is optimal for applications requiring transmission between multiple locations that need high speed connectivity with low latency or delay.

C. Billing and Rounding: Rates are quoted in full minutes. Call rounding is six (6) second initial and one (1) second incremental.

D. Key Features

Guaranteed Rates  
Flat rate pricing  
Switched and dedicated, outbound and inbound access  
Data offerings including private line and frame relay  
No surcharge, flat rated Global-Card

E. Minimums: There is a minimum monthly usage commitment per month ("Monthly Commitment"). The Customer's minimum monthly commitment will be based upon the Customer's monthly combined gross domestic and international usage and surcharges (not including taxes, any non-recurring, and monthly recurring or directory assistance charges). If, at the end of the fourth billing cycle, a customer has not met the minimum monthly commitment, the Customer must pay the difference between the actual eligible volume and its monthly volume commitment.

F. Availability: This service is only offered when customers sign up for TA Simple-One Promise at the interstate level.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

17. **TA SIMPLE-ONE PROMISE (Cont'd)**

G. **Rate Guarantees**

(1). **Switched and Dedicated:** In return for the Customer's volume and term commitment, COMPANY will provide TA Simple-One Promise switched and dedicated services for the duration of the customer's term at the tariffed rates in effect at the time the customer's agreement is executed by Customer. If the tariffed rates for switched and/or dedicated services used by Customer decrease during the customer's term, such rate decreases will be passed through to Customer. Customer's TA Simple-One Promise switched and dedicated services will not, during the initial Term, exceed the rates in effect at the time the agreement is executed by Customer.

(2). **Private Line and Frame Relay:** All subsequent dedicated leased lines and/or frame relay ports and permanent virtual circuits (PVCs) that are ordered and installed under an existing TA Simple-One Promise agreement will be rated at the rates which were in effect at the time the initial contract was executed. All circuits and/or frame relay ports are guaranteed for the length of the term contract. Month-to-month circuits and/or frame relay ports will be subject to rate increases as these increases are implemented. Locations and services can be added/deleted/changed throughout the term and still be covered under the original package.

H. **Renewals:** Upon expiration of the initial term and subsequent renewal term(s), the customer's agreement will automatically renew for a like period, unless either party notifies the other in writing of its intention not to renew 30 days before the end of the agreed term. The automatic renewal will be for the same contract length and the current tariff rates associated with the term and volume of the original contract.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**17. **TA SIMPLE-ONE PROMISE (Cont'd)**

I. **Early Termination Charges:** Either Customer or COMPANY may terminate an Agreement at the end of the initial Term by providing not less than thirty (30) days written notice. If no written notification is submitted to COMPANY's Billing Department not less than thirty (30) days prior to expiration of an Agreement and COMPANY has not given notice of termination to Customer, the Agreement shall automatically renew at the same Monthly Commitment level and Term and at the tariffed rates in effect at the time of such renewal.

If Customer commits to a one (1) year Term and terminates this Agreement prior to the expiration of the Term, Customer agrees to pay an early termination charge equal to one hundred percent (100%) of the Monthly Commitment times the number of months remaining in the unexpired Term of this Agreement. If Customer commits to a two (2) year Term and terminates this Agreement prior to the expiration of the Term, Customer agrees to pay an early termination charge equal to one hundred percent (100%) of the Monthly Commitment times the number of months remaining in the first year of the Term PLUS thirty-five percent (35%) of the Monthly Commitment for each month (i.e., 12) of the second year of the Term of this Agreement. If Customer commits to a two (2) year Term and terminates this Agreement after the first year of the Term but prior to the expiration of the second year, Customer agrees to pay an early termination charge equal to one hundred percent (100%) of the Monthly Commitment times the number of months remaining in the unexpired Term of this Agreement. The foregoing early termination charges shall not apply in instances where Customer terminates this Agreement by converting to a new TA Simple-One Promise commitment that is equal to or greater than its current term and Monthly Commitment.

If Customer disconnects any or all of its TA Simple-One Promise Service, Customer is responsible for contacting its local exchange carrier to cancel its dedicated circuits and to notify COMPANY in writing within thirty (30) days of such cancellation.

J. **TA Simple-One Promise Domestic Global-Card:** A flat rated card, with no surcharge, 1-800-860-4444 access number, voice prompting, speed dialing and customer defined BTN+4. Rates are quoted in full minutes. Call rounding is sixty (60) second initial and six (6) second incremental.

K. **Time Periods:**

8:00 AM – 4:59 PM Monday through Friday	Peak
All other times	Non-Peak

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**17. **TA SIMPLE-ONE PROMISE (Cont'd)**L. **TA Simple-One Promise Rates:**

<b>Option 1</b>				
	Switched		Dedicated	
	MTM	Term*	MTM	Term
InterLATA	\$0.242	\$0.225	\$0.143	\$0.128
IntraLATA	\$0.242	\$0.225	\$0.143	\$0.128
<b>Option 2</b>				
Monthly Subscription Fee				\$20.00
	Switched		Dedicated	
	MTM	Term*	MTM	Term
InterLATA	\$0.242	\$0.225	\$0.143	\$0.128
IntraLATA	\$0.242	\$0.225	\$0.143	\$0.128

M. **TA Simple-One Promise Domestic Global-Card Rates:**

## All Time Periods

Flat Rate	\$0.25
Operator Surcharge per call	\$2.25
Payphone Use Charge	\$0.30

\* Term (1 or 2 year contracts)

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100



**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**17. **TA SIMPLE-ONE PROMISE (Cont'd)**

N. **TA Simple-One Promise Data Services:** See Section 3, paragraph 11 for details and definitions.

(1). **TA Simple-One Promise Dedicated Service Rates:**

	Fixed	Per Mile	COC MRC	COC NRC	Bridging
TA Basic Digital Service	\$225.00	\$0.29	\$50.00	\$150.00	\$17.00
Extended Digital Service 128	\$450.00	\$0.58	\$150.00	\$500.00	
Extended Digital Service 192	\$675.00	\$0.87	\$150.00	\$500.00	
Extended Digital Service 256	\$900.00	\$1.16	\$150.00	\$500.00	
Extended Digital Service 320	\$1,125.00	\$1.45	\$150.00	\$500.00	
Extended Digital Service 384	\$1,350.00	\$1.74	\$150.00	\$500.00	
Extended Digital Service 448	\$1,575.00	\$2.03	\$150.00	\$500.00	
Extended Digital Service 512	\$1,800.00	\$2.32	\$150.00	\$500.00	
Extended Digital Service 576+	\$1,900.00	\$2.30	\$150.00	\$500.00	
Touch America Direct (DS1)	\$1,900.00	\$2.30	\$150.00	\$500.00	
Touch America Direct (DS3)	\$16,000.00	\$42.00	\$500.00	\$2,700.00	

O. **TA Simple-One Promise – FramePlus Rates:**

Port Connection	Fixed Rate	Per DSO	Change	Install
Intrastate	\$100	\$55	\$250	N/A
Authority NMS (per network)	\$1,000	N/A	\$500	\$2,000
ARC	\$250	N/A	\$250	\$250

## Permanent Virtual Circuits

	CIR per 8K Simplex	BIR per 8K Simplex
Intrastate	\$17.00	\$3.00

P. **Discounts:** Monthly Discounts (Applies to total fixed, DS0, CIR, and BIR)

Volume Level	1 Year	2 Year	Volume Level	1 Year	2 Year
\$200	2%	3%	\$7,000	7%	9%
\$750	3%	4%	\$12,000	8%	10%
\$2,500	4%	5%	\$20,000	10%	12%
\$4,000	6%	8%			

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

18. **TA PROMISE**

A. **Description:** TA PROMISE is a voice and data service offering flat rates based on term and minimum usage commitments. TA PROMISE is designed for new businesses with a monthly revenue between \$100 to \$100,000. It is available on a month-to-month basis, one year, two year, or three year term commitment and the terms have thirteen (13) commitment levels.

B. **Billing and Rounding:** Rates are quoted in full minutes. Call rounding is six (6) second initial and one (1) second incremental.

C. **Minimum Monthly Usage:** There is a minimum monthly usage commitment per month (Monthly Commitment) for all Customers. COMPANY will count the Customer's total TA PROMISE service usage set forth in the Customer's term commitment; less taxes, monthly recurring charges, and non-recurring charges to determine whether a customer satisfies the Monthly Commitment requirement. If, during any month the Customer's invoiced usage charges are less than the required Monthly Commitment, the Customer will be billed and required to pay the difference between the Monthly Commitment and the actual amount billed. For Month-to-Month Customers, this requirement will be applied beginning with the Customer's first full month's invoice. For those Customers who sign a one, two, or three year term commitment, this requirement will be applied with their fourth full month's invoice.

E. **Automatic Renewals:** The Customer or COMPANY may terminate the term commitment at the end of the initial term by providing not less than thirty (30) days written notice. If written notification is not submitted to COMPANY at least thirty (30) days prior to the expiration of the term commitment, and COMPANY has not given notice of termination to the Customer, this term commitment shall automatically renew based on the same terms and conditions, at the same monthly commitment level and initial term, and at the tariffed rates in effect at the time of such renewal.

F. **Term Commitments:** TA PROMISE is available month-to-month and in 1-, 2-, and 3-year term contracts.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

18. **TA PROMISE (Cont'd)**

G. **Early Termination Charges:** Customers who terminate their term commitment prior to the expiration date and do not provide written notification to COMPANY, will be billed and required to pay termination charges equal to the number of months remaining in the term multiplied by the monthly commitment level.

Customers who terminate their term commitment prior to the expiration date and do provide written notification to COMPANY, will be responsible for the following charges, payable upon receipt:

(1). **1 Year Contract** - Early termination charges for Customers who terminate service prior to the expiration of their one (1) year term are calculated by taking the months remaining on the contract and multiplying by the monthly commitment level.

(2). **2 Year Contract** -

+ If the contract is in the first 12 months, the Customer will be responsible to COMPANY for:

The remaining number of months of the first 12 months multiplied by the commitment level plus 35% of months remaining in the second 12 months.

+ If the contract is in the 2nd 12 months, the Customer will be responsible to COMPANY for:

The remaining number of months multiplied by the monthly commitment level.

(3). **3 Year Contract**

+ If the contract is in the first 12 months, the Customer will be responsible to COMPANY for:

The remaining number of months of the first 12 months multiplied by the commitment level plus 35% of months remaining in the second and third 12 months.

+ If the contract is in the second 12 months, the Customer will be responsible to COMPANY for:

The remaining number of months of the second 12 months multiplied by the monthly commitment level plus 35% of months remaining in the third 12 months.

+ If the contract is in the third 12 months, the Customer will be responsible to COMPANY for:

The remaining number of months multiplied by the monthly commitment level.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

18. **TA PROMISE (Cont'd)**

H. **Guarantees:** TA PROMISE Customers are eligible to receive the following guarantees:

(1). **Rate Guarantee:** COMPANY guarantees that if tariffed usage rates increase or tariffed discounts decrease beyond the tariff in effect at the time the Customer begins a term commitment, these usage rate increases or discount decreases will not be passed on to the Customer during the length of the Customer's term. This guarantee does not apply to rate modifications instituted by COMPANY in response to the actions of any regulatory agency, legislative body or court of competent jurisdiction.

(2). **Customer Satisfaction Guarantee:** See Section 2, paragraphs 38 for a detailed description of this guarantee.

(3). **Toll Free Service Assurance Guarantee:** See Section 2, paragraphs 37 for a detailed description of this guarantee.

(4). **Performance Guarantees:**

(a). The following three performance guarantees are only available to those Customers who commit to a monthly volume level of \$7,000 or greater:

1. **Installation Guarantee** - COMPANY guarantees that it will install the Customer's TA PROMISE service, switched and/or dedicated, including frame relay, by the date promised to the Customer, or the Customer is entitled to receive a \$500 credit (if commitment level is between \$7,000 and \$20,000) or a \$1,000 credit (if commitment level is between \$35,000 and \$100,000). This credit will be applied on the Customer's subsequent month's invoice.

2. **Quarterly Account Review Guarantee** - COMPANY guarantees that the assigned COMPANY account team will review all new TA PROMISE Customer's accounts on a quarterly basis for the entire length of the Customer's term commitment.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

18. **TA PROMISE (Cont'd)**

H. **Guarantees (Cont'd)**

(4). **Performance Guarantees (Cont'd):**

**3. Service Outage Resolution Guarantee** - COMPANY guarantees that it will restore any service outages the Customer may incur on their end-to-end TA PROMISE service within four (4) hours or less or the Customer is entitled to receive a \$500 credit (if commitment level is between \$7,000 and \$20,000) or a \$1,000 credit (if commitment level is between \$35,000 and \$100,000). This credit will be applied on the Customer's subsequent month's invoice. The Service Outage Resolution Guarantee shall not apply for the following reasons:

- (i). Interruptions caused by the negligence of the Customer or others authorized by the customer to use the customer's service.
- (ii). Interruptions due to failure of power, equipment, service, or systems not provided by COMPANY.
- (iii). Interruptions during any period in which COMPANY or its agents are not afforded access to the premises where the access line is terminated.
- (iv). During any period when the Customer elects not to release the service(s) for testing and/or repair and continues to use it on an impaired basis.
- (v). Interruptions not immediately/promptly reported to COMPANY.
- (vi). Interruptions during any period when the Customer or user has released service to COMPANY for maintenance or rearrangement purpose, or for the installation of a Customer service order.
- (vii). *Force majeure* events beyond the reasonable control of COMPANY including, but not limited to, acts of God, government regulation, national emergency, failure of power, system failure, or service not supplied by COMPANY or the access provider.
- (viii). Labor strikes.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

18. TA PROMISE (Cont'd)

H. Guarantees (Cont'd)

(4). Performance Guarantees (Cont'd):

(b). The following three performance guarantees are available to all Customers regardless of monthly volume commitment levels:

**1. Network/Service Availability Guarantee:** COMPANY guarantees for all TA Basic Digital Service, Extended Digital Service, Touch America Direct (DS1), and Touch America Direct (DS3) circuits that it will provide an average of 99.9% Customer network availability and 99.85% end-to-end availability (when access is ordered by COMPANY on behalf of the Customer) per month for all TA PROMISE Customers or the Customer is entitled to receive a credit equal to 10% of the Customer's network port and PVC/CIR monthly recurring charges for that month. This credit will be applied on the Customer's subsequent month's invoice and shall be in lieu of any service interruption or outage credit(s) that Customer might have been entitled to receive as set forth in this tariff. This credit is applicable on a per account basis per month and is based on the average availability across all of Customer's circuits throughout the given month. This guarantee shall not apply to COMPANY Access Service or COMPANY Private Line Service.

Network availability is measured as the total number of minutes in a calendar month during which private line circuits are available to exchange data between two network end points, divided by the total number of minutes in a calendar month. For the purposes of this guarantee, a lapse in network availability is calculated commencing with the date on which the Customer informs COMPANY of service non-availability and ends on the date of service restoration. For purposes of this measurement, the private line circuit will be measured from Point of Presence to Point of Presence and will not include customer premise equipment or local access facilities.

No credit allowances will be made for:

- (i). Circuits provisioned within the last 30 days.
- (ii). Interruptions caused by the negligence of the Customer or others authorized by the customer to use the customer's service.
- (iii). Interruptions due to failure of power, equipment, service, or systems not provided by COMPANY.
- (iv). Interruptions during any period in which COMPANY or its agents are not afforded access to the premises where the access lines associated with the Customer's service are terminated.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

18. **TA PROMISE (Cont'd)**

H. **Guarantees (Cont'd)**

(4). **Performance Guarantees (Cont'd):**

(v). Interruptions during any period when the Customer or user has released service to COMPANY for maintenance or rearrangement purpose, or for the installation of a Customer service order.

(vi). Interruptions during any period when the Customer elects not to release the service(s) for testing and/or repair and continues to use it on an impaired basis.

(vii). *Force majeure* events beyond the reasonable control of COMPANY including, but not limited to, acts of God, government regulation, national emergency, failure of power, system failure, or service not supplied by COMPANY or the access provider.

(viii). Labor Strikes.

End-to-end availability is measured as the total number of minutes in a calendar month during which private line circuits are available to exchange data between two network end points, divided by the total number of minutes in a calendar month. For the purposes of this guarantee, a lapse in network availability is calculated commencing with the date on which the Customer informs COMPANY of service non-availability and ends on the date of service restoration. For purposes of this measure, the private line circuit will be measured from demarcation point to demarcation point, and will not include customer premise equipment.

Calculation: Monthly Network Availability Time (%) -  $1 - \frac{\text{Total minutes of network non-availability per month}}{(\text{Total number of private line circuits} \times \text{days in month} \times 24 \text{ hours} \times 60 \text{ minutes})}$ .

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

18. **TA PROMISE (Cont'd)**

H. **Guarantees (Cont'd)**

(4). **Performance Guarantees (Cont'd):**

**2. Frame Delivery:** COMPANY guarantees to achieve a Frame Delivery rate of 99.9% for CIR frames (end-to-end CIR packet delivery only applies to frame slot marked discard eligible). COMPANY guarantees to achieve a Frame Delivery rate of 99% for non-CIR frames. If COMPANY does not meet this guarantee, the Customer is entitled to a credit equal to 10% of the Customer's network port and PVC/CIR monthly recurring charges for that month.

**Definition:** Frame Delivery is the percentage of frames which are successfully delivered over the COMPANY network, excluding frames which are not delivered due in whole or in part to factors unrelated to the COMPANY network.

**Calculation:** Frame Delivery (Throughput) is measured as the percentage of frames presented to the COMPANY network by the Customer versus those which are successfully delivered by the COMPANY network. The percentage is based on Frame Delivery (Throughput) across the Customer's entire network, not on an individual location or PVC basis.

**Exclusions:** Frame Delivery (Throughput) measurements shall not include periods of non-availability resulting in whole or in part from one or more of the following causes:

(i). Any act or omission causing interruptions by negligence on the part of the customer, its contractors, any local access provider, or any other entity over which the customer exercises control or has the right to exercise control.

(ii). Interruptions during any period in which COMPANY or its agents are not afforded access to the premises where the access lines associated with the Customer's service are terminated.

(iii). Interruptions during any period when the Customer elects not to release the service(s) for testing and/or repair and continues to use it on an impaired basis.

(iv). Any circuits provisioned within the last 30 days.

(v). Scheduled maintenance interruptions and outages.

(vi). Labor strikes.

(vii). *Force majeure* events beyond the reasonable control of COMPANY including, but not limited to, acts of God, government regulation, national emergency, failure of power, system failure, or service not supplied by COMPANY or the access provider.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100



**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

18. TA PROMISE (Cont'd)

H. Guarantees (Cont'd)

(4). Performance Guarantees (Cont'd):

(vii). Frames dropped at infrastructure egress due to improper customer specifications of customer port speeds.

(ix). Interruptions due to failure of power, equipment, service, or systems not provided by COMPANY.

**3. Network Transit Delay:** COMPANY guarantees to achieve a one-way Network Transit Delay within the State for 100 byte frames at 35 milliseconds or less, 500 byte frames at 95 milliseconds or less, and 1,600 byte frames at 250 milliseconds or less (including protocol overhead). Network Transit Delay (Latency) measures only delay on the COMPANY network, external factors which may cause delay (e.g., access serialization, access link congestion) are excluded from the measurement. If COMPANY does not meet this guarantee, the Customer is entitled to a credit equal to 10% of the Customer's network port and PVC/CIR monthly recurring charges for that month.

Definition: Network Transit Delay (Latency) measures one-way delay between the origination and destination infrastructure ports. It is defined as the period of time commencing with transmission of the last bit of a packet from the origination infrastructure.

Exclusions: Network Transit Delay (Latency) measurements shall not include periods of non-availability resulting in whole or in part from one or more of the following causes:

(i). Any act or omission causing interruptions by negligence on the part of the customer, its contractors, any local access provider, or any other entity over which the customer exercises control or has the right to exercise control.

(ii). Interruptions during any period in which COMPANY or its agents are not afforded access to the premises where the access lines associated with the Customer's service are terminated.

(iii). Interruptions during any period when the Customer elects not to release the service(s) for testing and/or repair and continues to use it on an impaired basis.

(iv). Any circuits provisioned within the last 30 days.

(v). Scheduled maintenance interruptions and outages.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

18. TA PROMISE (Cont'd)

H. Guarantees (Cont'd)

(4). Performance Guarantees (Cont'd):

(v). Labor strikes.

(v.i). *Force majeure* events beyond the reasonable control of COMPANY including, but not limited to, acts of God, government regulation, national emergency, failure of power, system failure, or service not supplied by COMPANY or the access provider.

(v.ii). During periods in which a major network component (e.g., backbone link or gateway switch) is not functioning and the network is in an emergency reroute configuration.

(ix). Interruptions due to failure of power, equipment, service, or systems not provided by COMPANY.

Credit Limitation: If the Customer experiences network or service performance for COMPANY FramePlus Frame Relay at levels below those stated herein for two or more elements (Network Availability, Frame Delivery, and Network Transit Delay) in the same month, the Customer is entitled to receive credits pursuant to one of the applicable credit sections only. In addition, COMPANY will not issue credits pursuant to the Service Level Guarantee for more than six months in any twelve month period.

Availability: Tariffed COMPANY FramePlus Frame Relay service elements may not be available at or between all service points.

I. Plus Program: If a term Customer's usage charges meet or exceed any other higher monthly commitment level, the Customer will be credited the difference between the rates at the level/term it committed to and the rates it would have received if it had committed to the next immediate commitment level with the same term length. The credit will be applied in the actual month in which the usage occurred. Month-to-Month Customers are not eligible for the Plus Program.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**18. **TA PROMISE (Cont'd)**J. **Products/Services and Rates:**(1). **Switched Long Distance –**

(a). Group 1 - Commitment Levels of \$100, 250, \$500, and \$1,000

MTM	1 Year	2 Year	3 Year
\$0.165	\$0.142	\$0.141	\$0.139

(b). Group 2 - Commitment Levels of \$2,000, \$4,000, \$7,000, and \$12,000

MTM	1 Year	2 Year	3 Year
\$0.148	\$0.140	\$0.139	\$0.137

(c). Group 3 - Commitment Levels of \$20,000, \$35,000, \$50,000, \$75,000, and \$100,000

MTM	1 Year	2 Year	3 Year
\$0.148	\$0.137	\$0.136	\$0.135

(2). **Dedicated Long Distance -**

(a). Group 1 - Commitment Levels of \$100, 250, \$500, and \$1,000

MTM	1 Year	2 Year	3 Year
\$0.110	\$0.096	\$0.093	\$0.091

(b). Group 2 - Commitment Levels of \$2,000, \$4,000, \$7,000, and \$12,000

MTM	1 Year	2 Year	3 Year
\$0.110	\$0.093	\$0.091	\$0.089

(c). Group 3 - Commitment Levels of \$20,000, \$35,000, \$50,000, \$75,000, and \$100,000

MTM	1 Year	2 Year	3 Year
\$0.110	\$0.091	\$0.089	\$0.087

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**18. TA PROMISE (Cont'd)J. Products/Services and Rates:

(3). TA PROMISE Global-Card: TA PROMISE Global-Card is a flat, per minute rated calling card service, with a per call surcharge. Rates are quoted in full minutes. Call rounding is six (6) second initial and six (6) second increments.

Rate:	\$0.17
Per Call Surcharge	\$0.65
Per Call Operator Surcharge	\$2.25

(4). TA PROMISE Enhanced Toll Free Features: TA PROMISE offers Enhanced Toll Free Features for all TA PROMISE Customers. If the Customer signs a term commitment, the Customer is eligible to receive selected features at a packaged rate or the Customer can subscribe to features individually. See Section 3, paragraph 2 for details.

(a). Basic Features - Standard: Available to month-to-month and term customers:

Feature	Monthly Charge	Non Recurring And Change Charge
Extended Call Coverage	\$0.00	\$0.00
Two-way DALs	\$0.00	\$0.00
International Toll Free Service	\$0.00	\$0.00
Industry Toll Free Directory Assistance (per 800 number)	\$25.00	\$25.00
Industry Toll Free Directory Assistance Expedite (per toll Free number)	\$0.00	\$35.00
Project Accounting Codes (per blocks of 100/both Verified and non-verified, switched and dedicated)	\$15.00	\$15.00
Tailored Call Coverage (per 800 number)	\$0.00	\$50.00
Day of Year (Holiday) Routing (per 800 number)	\$0.00	\$50.00
Time of Day Routing (per 800 number)	\$50.00	\$50.00
Day of Week Routing (per 800 number)	\$50.00	\$50.00
Percent Allocation Routing (per 800 number)	\$50.00	\$50.00
Alternate Call Routing (per 800 number)	\$50.00	\$50.00
Geo Routing (per 800 number ) (\$0.0005 per MOU)	\$50.00	\$50.00
Direct Termination Overflow (per trunk group)	\$50.00	\$50.00
Real Time ANI (per trunk group)	\$0.00	\$350.00
DNIS (per trunk group)	\$0.00	\$350.00
Menu Routing – Per Call Surcharge	\$0.05/call	
Quota Call Allocation	\$50.00	\$50.00

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**18. TA PROMISE (Cont'd)J. Products/Services and Rates:(4). TA PROMISE - Enhanced Toll Free Features:

## (b). Toll Free Feature Package - Available to term customers only:

Package includes the following features:

Time of Day Routing
Day of Week Routing
Day of Year (Holiday) Routing
Percentage Allocation Routing
Industry Toll Free Directory Assistance

## (c). Package Rates (for all features listed above)

Monthly Charge	\$100.00
Non-Recurring Charge	\$140.00

The first toll free number is free, each additional toll free number is \$5.00 per month, per toll free number.

(5). TA PROMISE – FramePlus: FramePlus frame relay service is a public, fast-packet data network offering. Customers access FramePlus at COMPANY's closest Points of Presence (POPs). Within the POP, COMPANY designs and installs Network Node connections on the FramePlus network. A Network Node is comprised of a Port Connection and Permanent Virtual Circuits (PVCs) that define the connections between customer's ports. COMPANY dynamically allocates capacity across these logically assigned PVCs, supporting multiple customer data networks.

FramePlus supports a variety of simultaneous data applications over a single integrated facility. It is optimal for applications requiring transmission between multiple locations that need high speed connectivity with low latency or delay.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**18. **TA PROMISE (Cont'd)**J. **Products/Services and Rates:**(5). **TA PROMISE - FramePlus Rates:**

<b>Port Increment In Kbps</b>	<b>Monthly Charge</b>	<b>Install Charge</b>	<b>Change Charge</b>
64	190	150	150
128	355	250	250
192	395	250	250
256	420	250	250
320	580	250	250
384	625	250	250
448	720	250	250
512	790	250	250
576	890	250	250
640	940	250	250
704	970	250	250
768	990	250	250
832	1111	250	250
896	1118	250	250
960	1220	250	250
1020	1265	250	250
1088	1330	250	250
1152	1370	250	250
1216	1410	250	250
1280	1450	250	250
1344	1500	250	250
1408	1530	250	250
1472	1560	250	250
1536	1595	250	250

<b>Port Connection</b>	<b>Fixed Rate</b>	<b>Per DSO</b>	<b>Change</b>	<b>Install</b>
Intrastate	\$100	\$55	\$250	N/A
Authority NMS (per network)	\$1,000	N/A	\$500	\$2,000
ARC	\$250	N/A	\$250	\$250

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**18. **TA PROMISE (Cnt'd)**J. **Products/Services and Rates:**(5). **TA PROMISE - FramePlus Rates (Cont'd):**

## Permanent Virtual Circuits

<b>CIR per 8K Simplex Fees</b>	<b>Install Fees</b>
\$6.00	\$25.00

	<b>Monthly Recurring</b>	<b>Install Fees</b>	<b>Change Fees</b>
Automatic Reconfiguration*	\$250	\$250	\$250
Authority	\$1,000	\$2,000	\$500

\* Per disaster recovery site.

(6). **TA PROMISE - COMPANY Dedicated Access Data Services:** See Section 3, paragraph 11 for details and definitions.

	<b>Fixed</b>	<b>Per Mile</b>	<b>COC MRC Per End</b>	<b>COC NRC Per End</b>	<b>Bridging</b>
TA Basic Digital Service	\$207.00	\$0.29	\$50.00	\$220.00	\$17.00
Extended Digital Service 128	\$414.00	\$0.58	\$150.00	\$500.00	
Extended Digital Service 192	\$621.00	\$0.87	\$150.00	\$500.00	
Extended Digital Service 256	\$828.00	\$1.16	\$150.00	\$500.00	
Extended Digital Service 320	\$1,035.00	\$1.45	\$150.00	\$500.00	
Extended Digital Service 384	\$1,242.00	\$1.74	\$150.00	\$500.00	
Extended Digital Service 448	\$1,449.00	\$2.03	\$150.00	\$500.00	
Extended Digital Service 512+	\$1,550.00	\$2.30	\$150.00	\$500.00	
Touch America Direct (DS1)	\$1,550.00	\$2.30	\$150.00	\$500.00	
Touch America Direct (DS3)	\$16,000.00	\$42.00	\$500.00	\$2,700.00	

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**18. **TA PROMISE (Ccnt'd)**J. **Products/Services and Rates:**(7). **TA PROMISE - Audio Teleconferencing Rates:**(a). **Month-to-Month Rates:**

	<b>Standard</b>	<b>Automated</b>
Meet Me	\$0.250	\$0.190
800 Meet Me	\$0.400	\$0.280
Operator Assisted	\$0.400	N/A

(b). **1, 2, and 3 Year Term Rates**(i). **Group 1 - Commitment Levels of \$100, \$250, \$500, and \$1,000**

	<b>Standard</b>	<b>Automated</b>
Meet Me	\$0.238	\$0.181
800 Meet Me	\$0.380	\$0.266
Operator Assisted	\$0.380	N/A

(ii). **Group 2 - Commitment Levels of \$2,000, \$4,000, \$7,000, and \$12,000**

	<b>Standard</b>	<b>Automated</b>
Meet Me	\$0.213	\$0.162
800 Meet Me	\$0.340	\$0.238
Operator Assisted	\$0.340	N/A

(iii). **Group 3 - Commitment Levels of \$20,000, \$35,000, \$50,000, \$75,000 and \$100,000**

	<b>Standard</b>	<b>Automated</b>
Meet Me	\$0.200	\$0.152
800 Meet Me	\$0.320	\$0.224
Operator Assisted	\$0.320	N/A

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100



**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**18. **TA PROMISE (Cont'd)**J. **Products/Services and Rates:**

(8). **TA PROMISE - TA Multi-Fax:** Multi-Fax is a business facsimile service that enables customers to simultaneously fax documents to multiple recipients any time of day or night without tying up phone lines, computers or people.

(a). **Month-to-Month Rate** \$0.250

(b). **1, 2, and 3 Year Term Rates:**

Group 1 (\$100, 250, 500, and \$1,000)	\$0.238
Group 2 (\$2,000, \$4,000, \$7,000 and \$12,000)	\$0.213
Group 3 (\$20,000, \$35,000, \$50,000 \$75,000, and \$100,000)	\$0.200

K. **Discounts:**

(1). These discounts will be applied to TA PROMISE - Dedicated Services and TA PROMISE - FramePlus only:

<b>Volume Level</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>
\$100	10%	12%	14%
\$250	11%	13%	15%
\$500	12%	14%	16%
\$1,000	13%	15%	17%
\$2,000	14%	16%	18%
\$4,000	16%	18%	20%
\$7,000	17%	19%	21%
\$12,000	18%	20%	22%
\$20,000	20%	22%	24%
\$35,000	21%	23%	25%
\$50,000	22%	24%	26%
\$75,000	23%	25%	27%
\$100,000	24%	26%	28%

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**18. **TA PROMISE (Ccnt'd)**

L. American Trucker's Association ("ATA") Program: COMPANY will offer the following program to nationwide associations that:

- Promote COMPANY services on an exclusive basis to their current and prospective membership;
- Actively market COMPANY services to their entire current and prospective membership; and,
- Generate total usage of at least \$500,000 per month from all enrolled members by the 24th month of the program.

Members of Associations enrolled in this Program and who execute the appropriate enrollment form will receive the TA PROMISE rates set forth in this Tariff for switched, dedicated and Global-Card services and the rates set forth in this Tariff for all other services. The rates will apply in accordance with the Customer's term commitment and associated Monthly Commitment level. If a Customer's actual monthly usage of TA PROMISE services falls below its Monthly Commitment, the Customer will be charged the rates based on its actual usage level. Customers will not be billed and required to pay underutilization charges if their monthly usage falls below their original Monthly Commitment. If a Customer ceases to be an Association Member enrolled in this Program, the Customer will no longer receive the rates associated with this Program and will be converted to standard TA PROMISE rates in accordance with the terms of this tariff. COMPANY reserves the right to terminate from this Program, on twelve (12) months written notice, any Association that fails to comply with all of the qualifications as described above.

(1). **Switched - Outbound and Inbound Per Minute Rates:**

## (a). Group 1 - Commitment levels of \$100, \$500, and \$1,000

One Year	Two Year	Three Year
\$0.143	\$0.140	\$0.137

## (b). Group 2 - Commitment levels of \$2,000, \$4,000, \$7,000, and \$12,000

One Year	Two Year	Three Year
\$0.139	\$0.136	\$0.133

## (c). Group 3 - Commitment levels of \$20,000, \$35,000, \$50,000+

One Year	Two Year	Three Year
\$0.136	\$0.133	\$0.130

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**18. **TA PROMISE (Cont'd)**L. **American Trucker's Association Program (Cont'd)**(2). **Dedicated - Outbound and Inbound Per Minute Rates:**

(a). Group 1 - Commitment levels of \$1,000 and \$1,500

One Year	Two Year	Three Year
\$0.110	\$0.107	\$0.105

(b). Group 2 - Commitment levels of \$2,000, \$4,000, \$7,000, and \$12,000

One Year	Two Year	Three Year
\$0.105	\$0.103	\$0.101

(c). Group 3 - Commitment levels of \$20,000, \$35,000, \$50,000+

One Year	Two Year	Three Year
\$0.101	\$0.099	\$0.097

(3). **TA PROMISE - Global-Card:**

Per Minute Rate        \$0.170

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**18. **TA PROMISE (Cont'd)**L. **American Trucker's Association Program (Cont'd)**

(4). **Discounts:** These discounts will be applied to TA PROMISE - Dedicated Services and TA PROMISE - FramePlus only:

<b>Volume Level</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>
\$0 – \$99	0%	0%	0%
\$100 – \$499	10%	12%	14%
\$500 – \$999	11%	13%	15%
\$1,000 – \$1,499	12%	14%	16%
\$1,500 – \$1,999	13%	15%	17%
\$2,000 – \$3,999	14%	16%	18%
\$4,000 – \$6,999	16%	18%	20%
\$7,000 – \$11,999	17%	19%	21%
\$12,000 – \$19,999	18%	20%	22%
\$20,000 – \$34,999	20%	22%	24%
\$35,000 – \$49,999	21%	23%	25%
\$50,000 – Plus	22%	24%	26%

(5). **Payphone Use Charge** \$0.30

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)****19. TOUCH AMERICA ONE**

A. General Description: TOUCH AMERICA ONE is a package of inbound and outbound toll and calling card services in the contiguous United States. The plan is designed for small, switched business customers that generate less than \$150 in telecommunication costs per month. Touch America One service requires a minimum of \$20 dollars in monthly usage. If the customer bills less than \$20 per month, they will be billed for the difference between the \$20 minimum monthly requirement and the amount actually billed.

The first 800 number is free, each additional 800 number is five dollars (\$5.00) per month, per number. This service limits customers to a total of three (3) 800 numbers.

B. Billing: Intrastate rates are quoted in full minutes. Call rounding is thirty (30) second initial and one (1) second incremental. Call duration is calculated on a per call basis rounding up to the full increment. Call rating is on a bulk basis (all call duration totaled and then rated). Total is rounded to the nearest full cent.

(1). Global-Card Billing: The Global-Card is billed in initial thirty (30) seconds, then in six (6) second additional increments.

C. Optional Features: Account Codes (outbound and inbound) and Directory Assistance.

D. Time Periods: All day, every day

E. Rates:

(1). Inbound/Outbound (Contiguous 48 states): Flat rate: \$0.25

There is a \$20 monthly minimum required.

(2). Calling Card – (Global-Card):

Global-Card - Touch America One

Per Minute All Times	\$0.25
Surcharge Per Call	\$0.35
Operator Surcharge Per Call	\$2.25

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**19. **TOUCH AMERICA ONE (Cont'd)**

## E. Rates (Cont'd)

(3). Enhanced 800/888/877 Features: See Section 3, paragraph 2 for details.

<b>Feature</b>	<b>Monthly Charge</b>	<b>Non Recurring And Change Charge</b>
Extended Call Coverage	\$0.00	\$0.00
Two-way DALs	\$0.00	\$0.00
Industry Toll Free Directory Assistance (per 800 number)	\$25.00	\$25.00
Industry Toll Free Directory Assistance Expedite (per toll Free number)	\$0.00	\$35.00
Project Accounting Codes (per blocks of 100/both Verified and non-verified, switched and dedicated)	\$15.00	\$15.00
Tailored Call Coverage (per 800 number)	\$0.00	\$50.00
Day of Year (Holiday) Routing (per 800 number)	\$0.00	\$50.00
Time of Day Routing (per 800 number)	\$50.00	\$50.00
Day of Week Routing (per 800 number)	\$50.00	\$50.00
Percent Allocation Routing (per 800 number)	\$50.00	\$50.00
Alternate Call Routing (per 800 number)	\$50.00	\$50.00
Geo Routing (per 800 number ) (\$0.0005 per MOU)	\$50.00	\$50.00
Direct Termination Overflow (per trunk group)	\$50.00	\$50.00
Real Time ANI (per trunk group)	\$0.00	\$350.00
DNIS (per trunk group)	\$0.00	\$350.00
Menu Routing – Per Call Surcharge	\$0.05/call	
Quota Call Allocation	\$50.00	\$50.00

(4). Payphone Use Charge: \$0.30

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

20. TOUCH AMERICA CHOICE

A. General Description: Touch America Choice is a package of inbound and outbound toll and calling card services designed for small business customers billing between \$50 and \$500 a month in switched long distance service. Customers must subscribe to a one, two or three year term commitment. Touch America Choice Customers will be billed a monthly recurring charge per Service Location, as defined herein. If, during any month the Customer's invoiced usage charges are less than the monthly fee, the Customer will be billed and required to pay the difference between the monthly fee and the actual amount billed.

B. Billing/Rounding: Initial thirty (30) second minimum and additional one (1) second increments thereafter for all domestic Touch America Choice calls. Call duration is calculated on a per call basis rounding up to the full increment. Call rating is on a bulk basis (all call duration totaled and then rated). Total is rounded to the nearest full cent.

C. Directory Assistance: Directory Assistance is available for all Touch America Choice Customers.

D. Renewals: The Customer or COMPANY may terminate the term commitment at the end of the initial term by providing not less than thirty (30) days written notice. If written notification is not submitted to COMPANY at least thirty (30) days prior to the expiration of the term commitment, and COMPANY has not given notice of termination to the Customer, this term commitment shall automatically renew based on the same terms and conditions and at the tariffed rates in effect at the time of such renewal.

E. Early Termination Charges

(1). COMPANY will allow a Customer to terminate its Touch America Choice term agreement prior to its expiration date provided the Customer is converting to another COMPANY product with equal or greater term and volume commitment levels.

(2). Customers who terminate their term commitment prior to the expiration date and provide written notification to COMPANY, will be billed and required to pay on their next full month's invoice a single charge calculated by taking the monthly fee multiplied by the number of service locations multiplied by the number of months remaining in the term contract.

(3). Customers who terminate their term commitment prior to the expiration date and do not provide written notification to COMPANY, will be billed and required to pay each month for the remainder of the contract a charge calculated by taking the monthly fee multiplied by the number of service locations.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**20. **TOUCH AMERICA CHOICE (Cont'd)**

F. **Guarantees:** Touch America Choice Customers are eligible to receive the following guarantees:

Toll Free Service Assurance Guarantee - See Section 2, paragraph 37.

Customer Satisfaction Guarantee - See Section 2, paragraph 38.

G. **Touch America Choice – Global-Card:** Touch America Choice Global-Card is a flat, per minute rated calling card service, with a per call surcharge. Rates are quoted in full minutes. Call rounding is initial thirty (30) second increments and additional six (6) second increments

H. **Enhanced Toll Free Features:** Touch America Choice offers Enhanced Toll Free Features for all Customers. See Section 3, paragraph 2 for details and definitions.

I. **Availability:** Touch America Choice is available on a full-time basis, twenty-four (24) hours a day, seven (7) days a week. All Customers must have at least two (2) business lines subscribed to Touch America Choice.

J. **Touch America Choice Rates and Charges:**

(1). **Per Minute Rates**

<b>Term Commitment</b>	<b>All Time Periods</b>
One Year	\$0.156
Two Year	\$0.153
Three Year	\$0.150

(2). **Monthly Recurring Charge**

Per Service Location: \$4.95

K. **Touch America Choice - Global-Card Plus Calling Card Rates and Charges:**

All Time Periods	\$0.30
Surcharge	\$0.00
Operator Surcharge, per call	\$2.25

L. **Payphone Use Charge:** \$0.30

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100



**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**20. **TOUCH AMERICA CHOICE (Cont'd)**M. **Enhanced Toll Free Features Charges:** See Section 3, paragraph 2 for details.

<b>Feature</b>	<b>Monthly Charge</b>	<b>Non-Recurring Charge</b>	<b>Change Charge</b>
Industry Toll Free Directory Assistance (per toll free number)	\$25.00	\$25.00	\$25.00
Industry Toll Free Directory Assistance Expedite (per toll free number)	\$0.00	\$35.00	\$0.00
Outbound Project Accounting Codes – Verified	\$0.00	\$10.00	\$10.00
Outbound Project Accounting Codes - Non-Verified	\$0.00	\$5.00	\$5.00
Inbound Project Accounting Codes – Verified (per block of 100 numbers)	\$50.00	\$75.00	\$75.00
Inbound Project Accounting Codes - Non-Verified (per toll free number)	\$50.00	\$25.00	\$25.00
Alpha (Name) Project Accounting Codes (per toll free number)	\$50.00	\$35.00	\$35.00
Tailored Call Coverage (per toll free number)	\$0.00	\$25.00	\$25.00
Day of Year (Holiday) Routing (per toll free number)	\$75.00	\$50.00	\$0.00
Time of Day Routing (per toll free number)	\$75.00	\$50.00	\$0.00
Day of Week Routing (per toll free number)	\$75.00	\$50.00	\$0.00
Percent Allocation Routing (per toll free number)	\$75.00	\$50.00	\$0.00
Geo Routing (per toll free number)	\$75.00	\$50.00	\$0.00
Menu Routing (per toll free number)	\$0.00	\$50.00	\$25.00
Menu Routing (per call surcharge)	\$0.05/call		
TA Logic (Floppy Disk)	\$50.00	\$50.00	\$35.00
TA Logic (CD-ROM)	\$55.00	\$55.00	\$35.00
Account Codes Setup/Change	N/A	\$75.00	N/A

The first two (2) toll free numbers will incur a \$4.95 per number monthly charge. The third toll free number will be free. Each additional toll free number; four (4) up to a maximum of seven (7), will also incur a \$4.95 per number monthly charge.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)****21. 800 CALLING CARD SERVICE**

A. General Description: 800 Calling Card Service is a user-initiated service whereby End Users access the Company's network by dialing a designated 800 access number with completion through an access code used by the End User with billing to a pre-established account. Calls can be placed with the assistance of an automated or live operator. This service is subscribed to by End Users and allows them to access the Company's network at their option rather than placing calls through the pre-subscribed long distance carrier of the originating telephone.

This service and the designated 800 access number(s) are not marketed or made available to the general public and any usage by End Users will be incidental. The rates and surcharges apply to intrastate calls placed by End Users traveling from states in the Company's wholesale customer's geographic region.

**B. Per Minute Rates:**

<b>Mileage</b>	<b>Day</b>		<b>Evening</b>		<b>Night/Weekend</b>	
<b>Band</b>	<b>1<sup>st</sup> Min</b>	<b>Add'l Min</b>	<b>1<sup>st</sup> Min</b>	<b>Add' Min</b>	<b>1<sup>st</sup> Min</b>	<b>Add'l Min</b>
0-9999	\$0.45	\$0.45	\$0.45	\$0.45	\$0.45	\$0.45

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

22. **800 DIRECTORY ASSISTANCE**

A. General Description: 800 Directory Assistance is an enhancement for COMPANY's 800 customers. COMPANY customers can have all of their 800 numbers listed in the AT&T 800 directory (AT&T maintains a nationally published directory of 800 numbers. 800 numbers obtained from alternate carriers may be listed in the AT&T 800 directory if a customer chooses to subscribe to the listing service).

B. Access: Customer dials 800-555-1212 and receives directory assistance on all 800 numbers listed in the AT&T 800 directory.

C. Rates

- |      |                                          |                               |
|------|------------------------------------------|-------------------------------|
| (1). | Monthly Recurring Charge                 | \$25.00 per 800 number listed |
| (2). | Non-Recurring Charge:                    |                               |
|      | (a). One time set-up/cancellation charge | \$25.00                       |
|      | (b). Expedite fee                        | \$35.00                       |
|      | (c). Add, change, delete                 | \$25.00 per record            |

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

23. **"800 T-1" - FLAT RATE SERVICE**

A. **Intrastate Domestic Traffic** (Rate Per Minute)

<b>Day</b>	<b>Evening</b>	<b>Night</b>
\$ .1515	\$ .1515	\$ .1515

B. **Billing:** 18 second minimum billing, with 6 second billing increments thereafter

C. **Monthly Charge Per 800 Number:** \$3.50

D. **Discounts:** No volume discounts apply

E. **Minimum Monthly Usage:** A monthly minimum usage of \$9.50 is required of all accounts. A shortfall charge equivalent to the difference between the minimum monthly charge and actual usage may be assessed.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)****24. DEDICATED LEASED LINE SERVICE RATES**

A. General Description: Dedicated Leased Line Service is offered to specific customers for the purpose of Intercity communications facilities that are billed at pre-determined fixed monthly rates. The customer is responsible for charges associated with local exchange carrier or alternative access provider provided special access.

B. Dedicated Leased Line service is available in the following options:

(1). Voice Grade Service: is an analog point to point dedicated circuit used for simultaneous two-way transmission and is available in increments of one or more voice grade channels, each with a nominal bandwidth of 4khz. Voice Grade Channels may be used for voice, data, facsimile, or any combination thereof.

(a). Nonrecurring charge: \$150/voice grade channel.

(b). Monthly Charges: Monthly charges are assessed per voice grade channel based on channel mileage. A minimum monthly charge of \$100 per channel will apply.

Miles	Fixed	Per Mile
0-100	\$90.00	\$1.36
101+	\$198.57	\$0.37

(c). Local Access Charges: Any and all charges associated with Local Access will be charged to the customer by the providing carrier at their prevailing rates.

(d). \$50.00 per loop side for a port activation fee.

(2). Digital Data Service: is a digital point to point dedicated circuit used for simultaneous two-way transmission and is available in increments of one or more channels.

(a). Nonrecurring charge: \$150/voice grade channel.

(b). Monthly Charges: are assessed per channel based on channel mileage. A minimum monthly charge of \$100 per channel will apply.

Miles	Fixed	Per Mile
0-100	\$126.00	\$1.90
101+	\$278.00	\$0.50

(c). Local Access Charges: Any and all charges associated with Local Access will be charged to the customer by the providing carrier at their prevailing rates.

(d). \$50 per loop side for port activation fee.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)****24. DEDICATED LEASED LINE SERVICE RATES (Cont'd)**

(3). 56 Kbps Digital Private Line Service: 56 Kbps Digital Service is a digital point to point dedicated circuit used for simultaneous two-way transmission and is available in increments of one or more channels. Service will accommodate voice and data communications at speeds of up to 56 Kbps.

(a). Nonrecurring charge: \$150/channel

(b). Monthly Charges: are assessed per channel based on channel mileage. A minimum monthly charge of \$100 per channel will apply.

Miles	Fixed	Per Mile
0-100	\$90.00	\$1.36
101+	\$198.57	\$0.37

(c). Local Access Charges: Any and all charges associated with Local Access will be charged to the customer by the providing carrier at their prevailing rates.

(d). \$50 per loop side for port activation fee.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**25. **TA FLASH**

A. General Description: TA Flash will allow a customer to complete calls between any two points within the State. Calling Card and Home 800 service is also available to Customers subscribing to TA Flash. A monthly fee will be applied beginning with the customer's first full month's invoice. Service is available on a full-time basis, twenty-four (24) hours a day, seven (7) days a week.

B. Billing - Billing will be done in initial sixty (60) second increments and additional sixty (60) second increments.

C. Rates - The per minute usage rates are as follows:

	<u>InterLATA</u>	<u>IntraLATA</u>
All Time Periods	\$0.15	\$0.15
D. <u>Monthly Fee:</u>	\$4.95	
E. <u>Calling Card:</u>		
	All Time Periods	\$0.49
	Surcharge	\$0.99
F. <u>Home 800:</u>		
	All Time Periods	\$0.10
G. <u>Operator Surcharge:</u>	\$2.25/per call	
H. <u>Payphone Use Charge:</u>	\$0.25/per call	

I. Availability: TA Flash is available to all residential customers who have no more than five (5) lines. TA Flash is only available on an intrastate basis when the customer has subscribed to the interstate TA Flash service.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)****26. TA COMMUNICATIONS PACKAGE**

A. General Description: TA Communications Package will allow a customer to complete calls between any two points within the State. Calling Card and Home 800 service is also available to Customers subscribing to TA Communications Package. A monthly fee will be applied beginning with the customer's first full month's invoice. Service is available on a full-time basis, twenty-four (24) hours a day, seven (7) days a week.

Customers must enroll in the offer via a company-designated Internet address. Upon enrollment in the offer, the Customer must designate to the Company a valid commercial credit card through which the Customer will be automatically billed for usage under the offer. Customers may review billing details via Company on-line Customer Service using the Internet.

B. Billing - Billing will be done in initial sixty (60) second increments and additional sixty (60) second increments.

C. Rates - The Customer will not be charged for the first two hundred fifty (250) minutes of domestic dial "1" usage per month. After these initial 250 minutes have been used, the Customer will be charged the following per minute rate:

	<u>InterLATA</u>	<u>IntraLata</u>
All Time Periods	\$0.15	\$0.15
D. <u>Monthly Fee:</u>	\$24.95	
E. <u>Calling Card:</u>		
All Time Periods	\$0.49	
Surcharge	\$0.99	
F. <u>Home 800:</u>		
All Time Periods	\$0.10	
G. <u>Operator Surcharge:</u>	\$2.25/per call	
H. <u>Payphone Use Charge:</u>	\$0.25	

I. Availability: TA Communications Package is available to all residential customers who have no more than five (5) lines. TA Communications Package is only available on an intrastate basis when the customer has subscribed to the interstate TA Communications Package.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100



**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)****27. TA SAVINGS PACKAGE**

A. General Description: TA Savings Package will allow a customer to complete calls between any two points within the State. Calling Card and Home 800 service is also available to Customers subscribing to TA Savings Package as well as other non-tariffed offerings. A monthly fee will be applied beginning with the customer's first full month's invoice. Service is available on a full-time basis, twenty-four (24) hours a day, seven (7) days a week.

B. Billing - Billing will be done in initial sixty (60) second increments and additional sixty (60) second increments. The Customer must designate to the Company a valid commercial credit card through which the Customer will be automatically billed when subscribing to TA Savings Package in conjunction with other non-tariffed offerings.

C. Rates - The per minute usage rates are as follows:

	<u>InterLATA</u>	<u>IntraLata</u>
All Time Periods	\$0.15	\$0.15

D. Monthly Fee: \$4.95

E. Calling Card:

All Time Periods	\$0.49
Surcharge	\$0.99

F. Home 800:

All Time Periods	\$0.10
------------------	--------

G. Operator Surcharge: \$2.25/per call

H. Payphone Use Charge: \$0.25

I. Availability: TA Savings Package is available to all residential customers with no more than five (5) lines. TA Savings Package is only available on an intrastate basis when the customer has subscribed to the interstate TA Savings Package.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)****28. TA 1500 PACKAGE**

A. General Description: TA 1500 Package will allow a customer to complete calls between any two points within the State. Calling Card and Home 800 service is also available to Customers subscribing to the TA 1500 Package. A monthly fee will be applied beginning with the customer's first full month's invoice. Service is available on a full-time basis, twenty-four (24) hours a day, seven (7) days a week.

B. Billing - Billing will be done in initial sixty (60) second increments and additional sixty (60) second increments.

C. Rates - The Customer will not be charged for the first fifteen hundred (1500) minutes of off-peak domestic dial "1" usage per month. The Customer will be charged the following per minute usage rates for peak and off-peak (after the 1500 minutes have been used):

	<u>InterLATA</u>	<u>IntraLata</u>
All Time Periods	\$0.15	\$0.15

D. Time Periods

Peak 7am –7pm, Monday through Friday  
Off-Peak All other times

E. Monthly Fee: \$24.95 per line  
\$4.95 per additional line

F. Calling Card:  
All Time Periods \$0.49  
Surcharge \$0.99

G. Home 800:  
All Time Periods \$0.10

H. Operator Surcharge: \$2.25/per call

I. Payphone Use Charge: \$0.25

J. Availability: TA 1500 Package is available to all residential customers with no more than five (5) lines. TA 1500 Package is only available on an intrastate basis when the customer has subscribed to the interstate TA 1500 Package.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)****29. OPERATOR SERVICES**

This section sets forth the rates and charges applicable to the Carrier's Operator Assisted Service offerings. The total charge for each completed operator assisted call consists of two charge elements: a one-time fixed operator service charge added to the first minute of each operator service call, which will be dependent on the type of billing selected (i.e. Calling Card, Third Party) and/or the completion restriction selected (i.e. Person-to-Person); and a measured usage charge dependent on the duration, distance, and time of day of the call. The usage charge element is specified as duration, with a minimum charge for each call of one minute, and with fractional minutes of use thereafter counted as full minutes.

The user will be charged according to the rate schedules set forth below:

Option A – COMPANY's Standard Operator Service - allows calls to be placed with the assistance of an operator from: (i) phones which are presubscribed to COMPANY; or, (ii) phones where the caller first dials an COMPANY's carrier identification code.

Option B – COMPANY's Collect Call Service Rates - allows calls to be placed with the assistance of an operator from phones where the caller first dials an COMPANY-provided access number.

**B. OPTION A**

(1). Operator Service Surcharges - The one time operator surcharge will be added to the first minute of each operator service call in addition to the per minute rates in (2), following.

<b>Calling Card</b>	<b>Surcharge</b>
Customer Dialed	\$1.20
Operator Assisted (0+)	\$1.20
Operator Assisted (0-)	\$2.25
<b>Operator Station</b>	<b>Surcharge</b>
Third Party (0+)	\$2.35
Third Party (0-)	\$2.35
Collect (0+)	\$2.25
Collect (0-)	\$2.25
Person-to-Person (0+)	\$4.90
Person-to-Person (0-)	\$4.90

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)****29. OPERATOR SERVICES (Cont'd)****B. OPTION A (Cont'd)**

(2). Operator Services Per Minute Usage Charges – The following are the per minute rates that the customer will incur when using COMPANY's Operator Services. These rates will apply in addition to the applicable operator surcharge outlined in (1), preceding. These usage charges apply to all classes of service.

**(a). ORIGINATING U S WEST TO TERMINATING U S WEST**

Bands/Miles	DAY		EVENING		NIGHT	
	1 <sup>st</sup> Min.	Add'l Min.	1 <sup>st</sup> Min.	Add'l Min.	1 <sup>st</sup> Min.	Add'l Min.
0-10	\$0.1800	\$0.1100	\$0.1300	\$0.8000	\$0.1200	\$0.0600
11-16	\$0.2000	\$0.1300	\$0.1400	\$0.9000	\$0.1300	\$0.0700
17-22	\$0.2400	\$0.1400	\$0.1600	\$0.1100	\$0.1500	\$0.1000
23-30	\$0.2700	\$0.1600	\$0.1800	\$0.1200	\$0.1700	\$0.1100
31-40	\$0.3200	\$0.2000	\$0.2100	\$0.1400	\$0.1900	\$0.1300
41-55	\$0.3500	\$0.2300	\$0.2300	\$0.1700	\$0.2100	\$0.1600
56-70	\$0.3700	\$0.2600	\$0.2400	\$0.1900	\$0.2200	\$0.1800
71-124	\$0.3700	\$0.2900	\$0.2700	\$0.2100	\$0.2500	\$0.2000
125-196	\$0.3900	\$0.3000	\$0.3000	\$0.2300	\$0.2700	\$0.2200
197-292	\$0.4200	\$0.3200	\$0.3200	\$0.2500	\$0.2900	\$0.2300
293 +	\$0.4500	\$0.3400	\$0.3400	\$0.2600	\$0.3100	\$0.2400

**(b). ORIGINATING U S WEST TO TERMINATING INDEPENDENT**

Bands/Miles	DAY		EVENING		NIGHT	
	1 <sup>st</sup> Min.	Add'l Min.	1 <sup>st</sup> Min.	Add'l Min.	1 <sup>st</sup> Min.	Add'l Min.
0-10	\$0.2500	\$0.1700	\$0.2100	\$0.1400	\$0.1800	\$0.1100
11-16	\$0.2800	\$0.1900	\$0.2200	\$0.1600	\$0.1900	\$0.1200
17-22	\$0.3000	\$0.2200	\$0.2400	\$0.1800	\$0.2200	\$0.1500
23-30	\$0.3500	\$0.2500	\$0.2700	\$0.2000	\$0.2500	\$0.1700
31-40	\$0.3800	\$0.2800	\$0.3000	\$0.2200	\$0.2700	\$0.2000
41-55	\$0.4200	\$0.3200	\$0.3200	\$0.2400	\$0.2800	\$0.2200
56-70	\$0.4300	\$0.3500	\$0.3300	\$0.2500	\$0.3000	\$0.2400
71-124	\$0.4400	\$0.3600	\$0.3500	\$0.2800	\$0.3300	\$0.2700
125-196	\$0.4600	\$0.3600	\$0.3800	\$0.2900	\$0.3600	\$0.2900
197-292	\$0.4800	\$0.3800	\$0.4000	\$0.3000	\$0.3800	\$0.3000
293 +	\$0.4900	\$0.3900	\$0.4200	\$0.3200	\$0.4100	\$0.3100

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**29. **OPERATOR SERVICES (Cont'd)**C. **OPTION B**(1). **Collect Call Surcharges**

<b>Surcharge Type</b>	<b>Per Call</b>
Operator Station	\$1.28
Person-to-Person	\$2.83

(2). **Collect Call Per Minute Usage Charges**

<b>Bands/Miles</b>	<b>DAY</b>		<b>EVENING</b>		<b>NIGHT</b>	
	<b>1<sup>st</sup> Min.</b>	<b>Add'l Min.</b>	<b>1<sup>st</sup> Min.</b>	<b>Add'l Min.</b>	<b>1<sup>st</sup> Min.</b>	<b>Add'l Min.</b>
0-10	\$0.1900	\$0.1100	\$0.1235	\$0.0715	\$0.0950	\$0.0550
11-16	\$0.2100	\$0.1400	\$0.1365	\$0.0910	\$0.1050	\$0.0700
17-22	\$0.2500	\$0.1700	\$0.1625	\$0.1105	\$0.1250	\$0.0850
23-30	\$0.2800	\$0.2000	\$0.1820	\$0.1300	\$0.1400	\$0.1000
31-40	\$0.2900	\$0.2100	\$0.1885	\$0.1365	\$0.1450	\$0.1050
41-55	\$0.3000	\$0.2200	\$0.1950	\$0.1430	\$0.1500	\$0.1100
56-70	\$0.3100	\$0.2300	\$0.2015	\$0.1495	\$0.1550	\$0.1150
71-124	\$0.3200	\$0.2400	\$0.2080	\$0.1560	\$0.1600	\$0.1200
125-196	\$0.3300	\$0.2500	\$0.2145	\$0.1625	\$0.1650	\$0.1250
197-292	\$0.3400	\$0.2600	\$0.2210	\$0.1690	\$0.1700	\$0.1300
293+	\$0.3600	\$0.2700	\$0.2340	\$0.1755	\$0.1800	\$0.1350

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)****30. ALTERNATIVE OPERATOR SERVICES**

A. GENERAL DESCRIPTION: This section sets forth the rates and charges applicable to Carrier's Alternative Operator Service offering. The total charge for each completed operator assisted call consists of two charge elements (except as otherwise provided herein): fixed operator service charge, which will be dependent on the type of billing selected (i.e., calling card, charge third party or other) and/or the completion restriction selected (i.e., station-to-station or person-to-person); and for toll calls a measured usage charge dependent on the duration, distance and time of day of the call. The usage charge element is specified as a rate per minute, which applies to each minute of call duration, with a minimum charge for each call of one minute, and with fractional minutes of use thereafter counted as one full minute.

The rates set forth in this section are applicable to calls originating and terminating within the State. Charges may be billed to a local telephone number, major credit card or to the called party.

B. CALCULATION OF DISTANCE: Usage charges for all mileage sensitive usage are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. COMPANY uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in their NPA-NXX V & H Coordinates Tape and NECA Price list F.C.C. No. 4.

FORMULA =

$$\frac{1}{\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}}$$

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

30. **ALTERNATIVE OPERATOR SERVICES (Cont'd)**

C. **RATE CATEGORIES:** The rates and charges set forth in this section are applicable to all intrastate calls originating and terminating within the State provided by COMPANY. Charges may be billed to a valid local telephone number or major credit card; collect calls are not permitted to locations outside the United States Mainland, Alaska, and Hawaii. Definitions of the types of charges that appear on the preceding Rate Tables are as follows:

**Per Minute Charges**

This charge represents the charges per minute billed to end users for the actual time of the call. Determination of rate table used at each location is made by the customer.

**Service Charges**

Otherwise known as Operator assistance charges, these are fixed charges assessed on each call based upon the billing method selected by the end user.

**Commission or Property Surcharge**

This charge is assessed to the end user and provided in its entirety to the customer. The amount of each customer's charge is determined individually by the customer, and incorporated into the contract between COMPANY and the customer. This surcharge must fall within the Surcharge limit imposed by COMPANY.

The rate tables and subscriber surcharges shown herein may be used with any listed option.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**30. **ALTERNATIVE OPERATOR SERVICES (Cont'd)****OPTION A**

Allows for calls placed with the assistance of a live or automated operator from Pay Telephones presubscribed to COMPANY.

a. **Per Minute Charges:** InterLATA/IntraLATA

	1st	Add'l
<u>Mileage</u>	<u>min.*</u>	<u>min.*</u>
0 to 9999	\$0.9800	\$0.9800

\* Rates are in Cents per Minute.

b. **Service Charges:** InterLATA/IntraLATA

0 -- Calling Card	\$4.90
0 + Calling Card (Op)	\$5.66
0 - Calling Card (Op)	\$5.66
0 + Credit Card	\$4.90
0 + Credit Card (Op)	\$5.66
0 -- Credit Card (Op)	\$5.66
0 + Bill to third Party	\$5.66
0 -- Bill to third Party	\$6.81
0 + Collect	\$6.21
0 -- Collect	\$7.36
0 + Person to Person	\$7.30
0 -- Person to Person	\$7.30
Public Payphone Surcharge	\$0.30
Non-Subscriber Surcharge	\$2.45

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100



**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**30. **ALTERNATIVE OPERATOR SERVICES (Cont'd)****OPTION B**

Allows for calls placed with the assistance of a live or automated operator from Hotel/Motel telephones presubscribed to COMPANY.

a. **Per Minute Charges: InterLATA/IntraLATA**

	1st	Add'l
<u>Mileage</u>	<u>min.*</u>	<u>min.*</u>
0 to 9999	\$0.7100	\$0.7100

\* Rates are in Cents per Minute.

b. **Service Charges: InterLATA/IntraLATA**

0 -- Calling Card	\$5.31
0 -- Calling Card (Op)	\$6.88
0 - Calling Card (Op)	\$6.88
0 + Credit Card	\$5.31
0 + Credit Card (Op)	\$6.88
0 -- Credit Card (Op)	\$6.88
0 + Bill to third Party	\$5.30
0 -- Bill to third Party	\$6.45
0 + Collect	\$5.85
0 -- Collect	\$5.85
0 + Person to Person	\$7.30
0 -- Person to Person	\$7.30
Non-Subscriber Surcharge	\$2.45

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**30. **ALTERNATIVE OPERATOR SERVICES (Cont'd)****OPTION C**

Allows for calls placed with the assistance of a live or automated operator from (i) business or residential telephones not presubscribed to COMPANY; and (ii) aggregator telephones where the caller first dials a COMPANY access code.

a. **Per Minute Charges:** InterLATA/IntraLATA

	1st	Add'l
<u>Mileage</u>	<u>min.*</u>	<u>min.*</u>
0 to 9999	\$0.8100	\$0.8100

\* Rates are in Cents per Minute.

b. **Service Charges:** InterLATA/IntraLATA

0 -- Calling Card	\$5.31
0 -- Calling Card (Op)	\$6.88
0 - Calling Card (Op)	\$6.88
0 -- Credit Card	\$5.31
0 -- Credit Card (Op)	\$6.88
0 -- Credit Card (Op)	\$6.88
0 -- Bill to third Party	\$5.30
0 -- Bill to third Party	\$6.45
0 -- Collect	\$5.85
0 -- Collect	\$7.00
0 -- Person to Person	\$7.30
0 -- Person to Person	\$7.30
Public Payphone Surcharge	\$0.30

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**30. **ALTERNATIVE OPERATOR SERVICES (Cont'd)****OPTION D**

Allows for calls placed with the assistance of an automated operator only from Inmate/Correctional Facility telephones presubscribed to COMPANY.

a. **Per Minute Charges:** InterLATA/IntraLATA

	1 <sup>st</sup>	Add'l
<u>Mileage</u>	<u>min.</u>	<u>min.</u>
0 to 9999	\$1.15	\$1.15

b. **Service Charges:** InterLATA/IntraLATA

0 -- Collect	\$6.21
--------------	--------

**OPTION E**

Allows for calls placed with the assistance of a live or automated operator from Hospital telephones presubscribed to COMPANY.

a. **Per Minute Charges:** InterLATA/IntraLATA

	1 <sup>st</sup>	Add'l
<u>Mileage</u>	<u>min.*</u>	<u>min.*</u>
0 to 9999	\$0.7100	\$0.7100

\* Rates are in Cents per Minute.

b. **Service Charges:** InterLATA/IntraLATA

0 -- Calling Card	\$5.31
0 -- Calling Card (Op)	\$6.88
0 - Calling Card (Op)	\$6.88
0 -- Credit Card	\$5.31
0 -- Credit Card (Op)	\$6.88
0 -- Credit Card (Op)	\$6.88
0 -- Bill to third Party	\$5.30
0 -- Bill to third Party	\$6.45
0 -- Collect	\$5.85
0 -- Collect	\$5.85
0 -- Person to Person	\$7.30
0 -- Person to Person	\$7.30
Non-Subscriber Surcharge	\$2.45

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**30. **ALTERNATIVE OPERATOR SERVICES (Cont'd)****OPTION F**

Allows for calls placed with the assistance of a live or automated operator from University/Education telephones presubscribed to COMPANY.

a. **Per Minute Charges:** InterLATA/IntraLATA

	1st	Add'l
<u>Mileage</u>	<u>min.*</u>	<u>min.*</u>
0 to 9999	\$0.7100	\$0.7100

\* Rates are in Cents per Minute.

b. **Service Charges:** InterLATA/IntraLATA

0 -- Calling Card	\$5.31
0 -- Calling Card (Op)	\$6.88
0 - Calling Card (Op)	\$6.88
0 -- Credit Card	\$5.31
0 -- Credit Card (Op)	\$6.88
0 -- Credit Card (Op)	\$6.88
0 -- Bill to third Party	\$5.30
0 -- Bill to third Party	\$6.45
0 -- Collect	\$5.85
0 -- Collect	\$5.85
0 -- Person to Person	\$7.30
0 -- Person to Person	\$7.30
Non-Subscriber Surcharge	\$2.45

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

30. **ALTERNATIVE OPERATOR SERVICES (Cont'd)**

D. **NON-SUBSCRIBER SURCHARGE** - A Non-Subscriber Surcharge is applicable to intrastate Operator Station (Collect, Billed to Third Party, and Person-to-Person) calls billed to residential telephone lines which are presubscribed to an interexchange carrier other than COMPANY. This charge is in addition to the usage rates applicable to such calls and is also in addition to any applicable service charges for Operator Station calls as specified in this Tariff.

The Non-Subscriber Surcharge does not apply to: calls billed to calling cards or credit cards, conference calls, calls to directory assistance, calls billed to residential telephone lines which have discontinued presubscription to COMPANY but for whom an active billing record still exists in the Company's billing system or to collect calls accessing COMPANY's network via 800 access methods.

COMPANY will credit any Non-Subscriber Surcharges reported by newly-presubscribed COMPANY customers during the period between presubscription and administrative processing of the new Customer. The Company will also credit any Non-Subscriber Surcharges reported by Customers during a FCC reportable incident of service outage by another interexchange carrier. To receive either of these credits, Customers must contact the Company through an 800 number designated for billing inquiries. The credit will be issued in the form of a bill credit to be processed electronically through the customer's LEC.

The Non-Subscriber Surcharge applies in all local exchange areas where billing is available and will be implemented in all remaining Local Exchange areas as billing becomes available.

Non-Subscriber Surcharge: \$2.45

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

31. **TA PREPAID CARD SERVICE - SERIES I**

TA Prepaid Card Service - Series I is an outbound voice grade communications service which allows Card Holders to charge telephone calls to a TA Prepaid Card - Series I. Under this arrangement, charges for calls are deducted from the Customer's prepaid account balance. Customers may purchase a Prepaid Calling Card directly from COMPANY or from an authorized representative of the Company. Prepaid Calling Cards are valid until the Customer's balance is depleted or until the expiration date displayed on the card, whichever occurs first. Except as may be specifically referenced therein, calls made utilizing TA Prepaid Card Service - Series I are not included in any other Company services or promotions. The following types of calls may not be completed with the TA Prepaid Card Service - Series I:

- Calls to 500 numbers
- Calls to 700 numbers
- Calls to 800 numbers
- Calls to 900 numbers
- Directory Assistance calls
- Operator Services calls
- COMPANY Conference calls
- COMPANY Busy Line Verification and Interrupt Services
- Calls requiring the quotation of time and charges
- High Seas Service

**Availability**

TA Prepaid Card Service - Series I is available twenty-four hours a day, seven days a week from locations in the United States and its territories. Provision of the service and the number of available TA Prepaid Card Service - Series I may be subject to technical limitations. TA Prepaid Card Service - Series I is offered to Customers on a first come, first served basis and is provided to the holder of the card.

**Regulations**

The following regulations are applicable to this service:

1. TA Prepaid Card Service - Series I is accessed using the COMPANY toll free number printed on the card.
2. All calls must be charged against a Series I card that has a sufficient balance.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

31. **TA PREPAID CARD SERVICE - SERIES I (Cont'd)**

3. Calls in progress will be terminated by the Company if the balance on the Series I card is insufficient to continue the call. Customers will hear an announcement when the Prepaid Card balance is about to be depleted. This announcement will occur ten minutes and one minute prior to the estimated time that the balance will be depleted. This estimate is based upon the unit rate associated with the terminating location of the call.

4. Prior to the disconnection of a call in process, the Customer will be requested to enter another valid TA Prepaid Card – Series I number or to activate a recharge transaction in order to continue the call.

5. Series I cards are non-refundable and will expire on the date specified on the card or the carrier or package in which the card is included. The acquisition of a card entitles the customer or the authorized user of the card holder to make calls from the time of card activation until the available card balance either is depleted or until the card expires, whichever first occurs

Credit Allowances for Interruptions: Customers who experience call interruption due to poor transmission, one-way transmission, or involuntary disconnection of the call may obtain a credit allowance. The credit allowance will be equal to the unit or dollar value for the duration of the call that is interrupted. In order to receive a credit allowance, the Customer must notify the Company at the designated Customer Service Number printed on the Card within 30 days from the date the interruption was experienced. The Customer must also furnish the called number, the trouble experienced (i.e., cut-off, noisy circuit, etc.), and the approximate time the call was placed, and the duration of the interruption. The Prepaid Card will then be credited with the appropriate unit or dollar amount as set forth herein.. Credit allowances are not issued for interruptions that are due to the failure of power, equipment or systems not provided by the Company nor for interruptions that are not properly reported to the Company.

Recharging Feature: Customers may increase a Prepaid Card balance using a valid commercial credit card, which is accepted by the Company. This feature is only available to holders of unexpired cards and such transactions must be handled through a COMPANY provided telephone number and representative. All additional Prepaid Card units or dollars will be charged to the cardholder at the prevailing tariffed rate in effect on the date of recharging. A minimum of 30 units must be purchased in order to take advantage of this recharge feature.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

**31. TA PREPAID CARD SERVICE - SERIES I (Cont'd)**

Service Description: Series I Cards are distributed in unit denominations ranging from 15 to 300 units per card, or as otherwise specified by the Company. The Prepaid Card will be decremented the appropriate number of units for each minute the card is used. A per minute unit price is established for each terminating location. Calls are timed and debited in one minute increments, fractional minutes will be rounded up to the nearest whole minute. When the value of a Card is less than the lowest unit price for a one minute call, the card will be retired and the unused balance forfeited. Prepaid Cards can be recharged pursuant to the provisions set forth herein.

Taxes and Other Charges

a. Taxes: Charges for TA Prepaid Card Service - Series I are inclusive of federal, state and local taxes imposed on the provision of telecommunications service, but exclusive of the general retail sales, use and other similar taxes that may be imposed on the sale of the Card at the time and point-of-sale.

b. Payphone Use Charge: An undiscountable two unit per call charge is applicable to Qwest Prepaid Unit Card calls originating from domestic payphones. An undiscountable two minutes will be deducted from the Dollar Option Cards for each call made from domestic payphones). This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with COMPANY service, applies to the use of the instrument used to access COMPANY service and is unrelated to TA Prepaid Card - Series I. Customers of TA Prepaid Card Service - Series I will be charged the payphone use charge for each completed call made from a domestic payphone.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100



**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**31. **TA PREPAID CARD SERVICE - SERIES I (Cont'd)****TA Prepaid Card – Series I Rate Plans**1. **Standard Variable Plan Rate Plan**

The Standard Variable Plan Rate Plan is plan that offers Series I Cards in denominations ranging from 15 units to 300 units per card, as shown below. Prices are inclusive of all taxes, but do not include the general retail sales, use and other similar taxes that may be imposed at the time and point-of-sale of the Prepaid Card.

Card Denomination	Unit Price	Purchase Price
10	\$0.35	\$3.50
20	\$0.35	\$7.00
30	\$0.35	\$10.50
60	\$0.35	\$21.00
120	\$0.30	\$36.00
240	\$0.28	\$67.20
300	\$0.25	\$75.00

2. **Single Rate Plan**

The Single Rate Plan makes Prepaid Cards available to Customers in various unit denominations at a single unit rate. Prices are inclusive of all taxes, but do not include the general retail sales, use and other similar taxes that may be imposed at the time and point-of-sale of the Prepaid Card. Single Rate Prepaid Cards will be sold at prices rounded to the nearest cent. Service is provided at a rate of \$.25 per unit.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**31. **TA PREPAID CARD SERVICE - SERIES I (Cont'd)**3. **Volume Discount Plan**

The Volume Discount Plan is available to Customers who purchase several calling units in a single purchase. Customers that commit to a specified purchase level for a 12-month period will receive the discounted rates based upon the annual commitment level as shown below.

Level		Annual Purchase	Unit Denominations	Price Per Unit
A	1	0 to 1,259	20, 30, 60, 90	\$0.50
	2		120, 240, 300	\$0.50
B	1	1,260 to 41,000	20, 30, 60, 90	\$0.24
	2		120, 240, 300	\$0.23
C	1	41,001 to 206,000	20, 30, 60, 90	\$0.23
	2		120, 240, 300	\$0.22
D	1	206,001 to 1,100,000	20, 30, 60, 90	\$0.22
	2		120, 240, 300	\$0.21
E	1	1,100,001 to 4,700,000	20, 30, 60, 90	\$0.21
	2		120, 240, 300	\$0.20
F	1	4,700,001 to 25,000,000	20, 30, 60, 90	\$0.20
	2		120, 240, 300	\$0.19
G	1	25,000,001 to 50,000,000	20, 30, 60, 90	\$0.19
	2		120, 240, 300	\$0.18
H	1	Over 50,000,001	20, 30, 60, 90	\$0.15
	2		120, 240, 300	\$0.15

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**31. **TA PREPAID CARD SERVICE - SERIES I (Cont'd)**4. **TA Prepaid Promotional Program**

The TA Prepaid Promotional Program allows Customers to purchase Prepaid Cards to be distributed to their clients, patrons, and others for promotional purposes. Each Promotional Prepaid Card purchased by the Customer will reflect the number of calling minutes that are available to the Card Holder. The following restrictions are applicable to this program: 1) Promotional Prepaid Cards can only be used to place calls within the US Mainland; 2) Unless otherwise specified, Promotional Prepaid Cards expire six months from the date of activation or until the Card Holder's Prepaid balance is depleted, whichever occurs first; 3) Promotional Prepaid Cards cannot be used to place calls from payphones; and, Promotional Prepaid Cards are for promotional use only, distributors of Promotional Prepaid Cards are prohibited from charging Card Holders any additional fees for the use or activation of a Promotional Prepaid Card. Charges for Promotional Prepaid Cards are based upon the total number of units purchased by the Customer as set forth below.

Units Purchased		Rate Per Minute
250 to	500	\$0.19
501	1,000	\$0.18
1,001	15,000	\$0.17
15,001	25,000	\$0.16
25,001	50,000	\$0.15
50,001	100,000	\$0.14
100,001	250,000	\$0.12
250,001	500,000	\$0.10
500,001	1,000,000	\$0.09
1,000,001	1,500,000	\$0.08
Over 1,500,001		\$0.07

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)****32. TA PREPAID CARD SERVICE – SERIES II****General Description**

TA Prepaid Card Service – Series II, herein referred to as Card or Pin interchangeably, allows Customers to prepay for cards or Personal Identification Numbers (PINs)<sup>1</sup> for domestic long distance calling either on a per unit or per minute basis. To use the card, callers must dial an access number. When the call is acknowledged, the caller then enters the PIN. At this point, the caller is notified of the amount of units remaining on the card. The caller then enters the telephone number to be called.

**Billing Increments**

The Series II Prepaid Card is debited as follows:

Option A	60/6
Option B	60/6
Option C	60/60

**Rates**

Series II Cards are available in various unit or dollar denominations.<sup>2</sup> There is a minimum of 10 units per card per order.

Option A	1 unit = 1 minute = \$0.50
Option B	\$0.50 per minute
Option C	\$0.50 per minute

- 1 All Cards when used in connection with TA Prepaid Card, shall also be interpreted to include PINs.
- 2 For all dollar-denominated cards, the number of units on the card will be determined by dividing the dollar value appearing on the card by the per unit rate and rounding up to the next whole unit.

**Recharge Rate**

The following is the rate for adding additional units to a card by charging the cost to designated commercial credit cards accepted by COMPANY:

Rate: \$0.50 (per unit)

There is a minimum re-charge requirement of 40 units on each prepaid card.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)****32. TA PREPAID CARD SERVICE – SERIES II (Cont'd)****Surcharge**

The following surcharge will be assessed for each call made using an Series II Prepaid card, which originates and terminates between any two points within the state. This surcharge will be applied irrespective of the length of the call.

Option A	\$0.00
Option B	\$0.25
Option C	\$0.49

**Features**

A. **Recharging:** COMPANY may permit customers to add units to unexpired cards by charging the cost of additional units to a commercial credit card accepted by COMPANY. Such additional units will be charged at the prevailing per-unit rate on the date of recharging. In the event that the customer's credit card is later denied or otherwise uncollectible, COMPANY will delete any remaining minutes related to the recharge and may render the card unavailable for future recharges.

B. **Card Customizing:** The physical appearance of cards may be designed by mutual agreement of COMPANY and the customer or the customer may order preprinted cards from COMPANY. Card customizing and associated charges are determined on an individual case basis.

C. **Card Delivery and Printing:** Card delivery and printing charges are determined on an individual case basis.

D. **Taxes:** The Series II Prepaid card per unit charge is inclusive of federal, state and local taxes imposed on the provision of telecommunications service, but exclusive of the federal excise Tax and the general retail sales, use and similar taxes that may be imposed on the sales of the Series II Prepaid card at the time and point-of-sale. The COMPANY shall only be liable for the payment of federal, state and local telecommunications service taxes at the time a Series II Prepaid call is made on the net amount received by COMPANY for each Series II Prepaid card unit.

E. **Directory Assistance:** A charge of four (4) units per call for Option A; or, four (4) minutes per call for Option B and Option C, will apply for each call requesting Directory Assistance for numbers in the U.S. (including Puerto Rico and the U.S. Virgin Islands).

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

32. **TA PREPAID CARD SERVICE – SERIES II (Cont'd)**

- F. Payphone Use Charge: A charge of two (2) units per call for Option A; or, \$0.29 per call for Option B and Option C, will apply to calls that originate from any payphone used to access COMPANY services. This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with COMPANY service, applies for the use of the instrument used to access COMPANY service and is unrelated to the COMPANY service accessed from the payphone. Customers will be charged the payphone use charge for each call which is placed from payphones with the exception of: (i) calls placed by inserting coins during the progress of the call; (ii) calls using Telecommunications Relay service; or, (iii) calls originated by customers who are certified as hearing and/or speech impaired.

Conditions of Service

- A. Only the entity in whose name the original qualifying purchase was made shall be deemed to be the customer. Related entities, such as affiliates and subsidiaries, spouses and relatives, shall not be treated as the customer.
- B. Calls to 500, 700, 800, 900 and 950 numbers will not be completed using the Series II Prepaid card.
- C. Calls may only be charged against a Series II Prepaid card that has a sufficient available balance within the time period for expiration.
- D. Series II Prepaid card balances will be reduced and depleted based upon usage. A verbal warning is provided to the caller when the amount of units remaining on the card reaches a certain level. A call will be disconnected upon depletion of all available units on the card.
- E. Series II Cards will expire on the date specified on the card or package in which the card is included. The acquisition of a card will entitle the customer or the authorized user of the customer to make calls from the time of first use until the available card balance either is depleted or until the card expires, whichever first occurs. Once a card has expired it can not be recharged. If a customer chooses to recharge a Series II Prepaid card, the card will remain active for one (1) year from the date that it is recharged. Every time the card is recharged the one year expiration period is reset for another year, however, the card will expire if it is not recharged again during that one year period, regardless of the remaining minutes or units on the card. Series II Cards are non-refundable.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

32. **TA PREPAID CARD SERVICE – SERIES II (Cont'd)**

- F. Neither COMPANY nor any of its authorized agents or contractors shall be liable or responsible for theft, loss or unauthorized use of any Series I Cards or card numbers. COMPANY will not refund or issue credit for unused units (minutes) on any Series II Prepaid card.
- G. End Users shall be responsible for all use of activated Units (including calls to wrong numbers), regardless of whether such use occurred by the End User, a person authorized by the End User to use the Series I Cards, or by a person who obtained the activated Prepaid card from the End User by theft or other unauthorized means; provided that End Users shall not be responsible for improper activation by COMPANY of incorrect Unit amounts, improper devaluation by COMPANY, transmission difficulty, or improper use by COMPANY or Distributor of Series II Prepaid card information.

Unused inventory (with a minimum of at least five (5) cards) of Series II stock Prepaid cards may be returned to COMPANY within 30 days for a credit of original purchase price less a 25% restocking fee; provided that such cards are undamaged, unused and/or unopened. The COMPANY reserves the right to refuse to credit Distributor for any Prepaid cards returned in the event COMPANY determines, in its sole discretion that such cards are in any way unusable.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

**33. TA PREPAID CARD SERVICE – SERIES III**

**General Description**

The Series III Card is a travel card/credit card product, which allows the customer to pre-pay for units of domestic long distance calling minutes for a flat rate (1-unit = 1-minute). To use the debit card, the customer dials a toll free number. When the call is acknowledged, the customer then enters the personal identification number of the debit card. At this point, the user is notified of the amount of units remaining on the debit card. The caller then enters the telephone number they want to call. A verbal warning is provided when the amount of units remaining on the card is reduced to a low level. A call will be disconnected upon depletion of all available units on the debit card.

The calling card is debited in full minute increments. Debiting does not begin until the call is answered by the called party.

Orders for the debit card require a cash payment in advance either via check or wire transfer.

**Recharge Feature:**

A customer has the option of selecting the re-charge feature when they purchase a debit card. The recharge feature allows the customer to add additional units to their card by charging the cost to various credit cards.

**Rates:** The following is based on the units of each debit card. (1-unit = 1-minute). Series III Prepaid Debit Card rate is \$0.30 per unit. There is a minimum of 10 units per card per order.

**Recharge Rate:** The following is the rate for adding additional units to a debit card by charging the cost to various credit cards:

Rate: \$0.40 (per unit)

There is a minimum re-charge requirement of 30 minutes (units) on each debit card. The maximum number of units that can be re-charged is 120 minutes.

**Expiration:** A card is active for one (1) year after a customer re-charges a minimum of 30 units (minutes). Once a card has expired it cannot be re-activated. Every time the card is re-charged the clock is set for another year, however, the card will expire if it is not recharged again during that one year period regardless of the remaining minutes on the card.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100



**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

34. **TA PREPAID CARD SERVICE – SERIES IV**

The service enables business and residential customers to place prepaid long distance telephone calls. Customers access the Company's network using a 1-800 access code arrangement. A voice prompt will instruct the caller to dial the called telephone number and authorization code displayed on the card. Upon validation of the information, the call will be completed.

Service is available in all locations throughout Minnesota, subject to the availability of facilities. Customers may access this service seven (7) days per week, twenty four (24) hours per day. Customers may subscribe to the service by purchasing a prepaid card from the Company or an authorized representative. Charges for use of the Company's facilities will be deducted from the Customer's prepaid account balance as the card is used. Prepaid calling cards will be valid until the Customer's prepaid balance is completely depleted or until the expiration date displayed on the card, whichever occurs first. Callers receive a verbal notification stating the account balance each time the card is used.

Service is offered on a first come, first serve basis and may be subject to technical limitations. Service is provided to the holder of the card. All calls are charged against a prepaid calling card, which has a sufficient balance to cover the amount of the call in process. Under some arrangements, callers may utilize a commercial credit card to increase a prepaid balance or renew the prepaid card. Failure of the card holder to maintain a positive balance or to input the authorization code of another valid prepaid calling card may result in the disconnection of a call in process; an announcement will advise the caller immediately prior to the disconnection of the call.

Rates and charges vary depending upon the arrangement selected by the Customer. Call duration will be measured in whole minute increments, unless otherwise specified. Credit for interruptions are limited to one minute; no other refunds, credit, or other remittances shall be permitted. All applicable state and federal taxes and fees, including, but not limited to, sales tax, gross receipts tax, municipal tax, and other similar assessments are the responsibility of the card holder. Such charges may be deducted from the Customer's prepaid calling card balance. Prepaid calling cards are provided at the unit prices and fees set forth herein. Under some arrangements, a separate fee or unit value may also be imposed by the distributor of the card.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

**34. TA PREPAID CARD SERVICE – SERIES IV (Cont'd)**

Calls placed using Prepaid Calling Card Service are charged against the cardholder's balance as set forth below. Complimentary Calling Card service may be distributed from time to time to customers, businesses, user groups, or others to permit the cardholder to utilize the Company's prepaid service at no charge. Unit prices vary depending upon the Prepaid Calling Card being used by the caller. For rating purposes, one unit is equal to one minute. The following schedules are available:

- (1). Frequent Caller Calling Card service is designed for high volume users of the Company's prepaid calling card services. Calls are rated at \$0.25 per unit.
- (2). Executive Calling Card service is designed for executives and business travelers. Calls are rated at \$0.35 per unit.
- (3). RoadRunner Prepaid Calling Card service is designed for the trucking and air transportation industry. Calls are rated at \$0.40 per unit.
- (4). MetroServer Calling Card service is a calling card for users whose prepaid calls primarily terminate in major metropolitan areas. Calls are rated at \$0.50 per unit.
- (5). Standard Prepaid Calling Card service is a one-way Multi-point service designed for moderate call volume users. Calls placed pursuant to this option are rated at \$0.60 per unit.
- (6). Collector Series Calling Card service features a unique picture, motif, theme, or design on the calling card, or series of calling cards. Calls placed pursuant to this option are rated at \$0.75 per unit.
- (7). Superior Image Calling Card service displays high quality photographs, computer enhanced images, designs, and other visual effects on the calling card. Calls are rated at \$0.80 per unit.

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**35. **DIRECT OPTIMUM**

A. Service Description: Direct Optimum is a switched 1+ outbound package of long distance services available to residential customers. The Direct Optimum package includes the following services: 1+ outbound, toll-free inbound 800/888/877, and calling card services.

B. Switched 1+ Outbound Long Distance Service:

(1). Time Periods:

Period	Times	Days
Peak	8:00 AM – 5:00 PM	Monday through Friday
Off-Peak	All other times	

(2). Billing increments: Full minute

(3). Rates:

Period	Rates
Peak	\$0.12
Off-Peak	\$0.09

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 - SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**35. **DIRECT OPTIMUM (Cont'd)**

## C. Domestic Switched Toll Free Inbound 800/888/877 Service:

## (1). Time periods:

Period	Times	Days
Day	8:00 AM – 5:00 PM	Monday through Friday
Evening	5:00 PM – 11:00 PM	Monday through Friday Sunday
Night	11:00 PM – 8:00 AM	Monday through Friday
	All day	Saturday
	11:00 PM – 5:00 PM	Sunday

## (2). Billing increments: Full minute

## (3). Rates:

Period	Rates
Day	\$0.199
Evening	\$0.168
Night	\$0.139

## (4). Charges:

Monthly Service Charge: \$2.50 per month  
Payphone Use Charge: \$0.30 per call

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 - SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**35. **DIRECT OPTIMUM (Cont'd)**

## D. Domestic Calling Card Service:

## (1). Time periods:

Period	Times	Days
Day	8:00 AM – 5:00 PM	Monday through Friday
Evening	5:00 PM – 11:00 PM	Monday through Friday Sunday
Night	11:00 PM – 8:00 AM	Monday through Friday
	All day	Saturday
	11:00 PM – 5:00 PM	Sunday

## (2). Billing increments: Full minute

## (3). Rates:

Period	Rates
Day	\$0.250
Evening	\$0.225
Night	\$0.200

## (4). Charges:

Payphone Use Charge: \$0.30 per call

E. Directory Assistance – The following interstate and intrastate charges apply to Directory Assistance calls placed by Direct Optimum subscribers:

Directory Assistance	
Interstate	\$0.60 per minute or fraction
Intrastate	\$0.37 per minute or fraction

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 - SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**36. **SIMPLICITY**

A. Service Description: Simplicity is a switched 1+ outbound package of long distance services available to commercial/business customers. The Simplicity package includes the following services: 1+ outbound, toll-free inbound 800/888/877, and calling card services. Where specified, volume usage discounts apply to the base rate for customers committed to meeting certain monthly usage requirements. Rates apply 24 hours a day, 7 days a week.

## B. Base Rate Discounts available:

Monthly Usage		Volume Discount
\$0.00 -	\$499.99	0%
\$500.00 -	\$999.99	5%
\$1,000.00 -	\$1,999.99	10%
\$2,000.00 -	\$4,999.99	15%
\$5,000.00 -	\$9,999.99	20%
\$10,000.00 -	\$14,999.99	25%
\$15,000.00 -	\$19,999.99	30%
\$20,000.00 -	\$29,999.99	35%
\$30,000.00 -	+	40%

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 - SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

36. **SIMPLICITY (Cont'd)**

C. Switched 1+ Outbound Long Distance:

- (1). Time Periods: All day, every day
- (2). Billing Increments: Calls billed in 6-second periods
- (3). Rates: Base Rate - \$0.0085 per Period
- (4). Usage Discounts Apply

D. Switched Toll-Free Inbound 800/888/877 Service:

- (1). Time Periods: All day, every day
- (2). Billing Increments: Calls billed in 6-second periods
- (3). Rates: Base Rate - \$0.010 per Period
- (4). Usage Discounts Apply
- (5). Charges:
  - Monthly Service Charge: \$2.50
  - Payphone Use Charge: \$0.30 per call

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 - SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**36. **SIMPLICITY (Cont'd)**

## E. Calling Card Service:

- (1). Time Periods: All day, every day
- (2). Billing Increments: Calls billed in 6-second periods
- (3). Rates: Base Rate - \$0.014 per Period
- (4). Usage Discounts Apply
- (5). Charges:  
Payphone Use Charge: \$0.30 per call

F. Directory Assistance: The following interstate and intrastate charges apply to Directory Assistance calls placed by Simplicity subscribers:

Directory Assistance	
Interstate	\$0.60 per minute or fraction
Intrastate	\$0.37 per minute or fraction

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100



**SECTION 3 - SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**37. **LATITUDES I**

A. Service Description: Latitudes I is a switched 1+ outbound package of long distance services available to commercial/business customers. The Simplicity package includes the following services: 1+ outbound, toll-free inbound 800/888/877, and calling card services. Where specified, volume usage discounts apply to the base rate for customers committed to meeting certain monthly usage requirements. Peak and Off-Peak rates apply.

## B. Base Rate Discounts available:

Monthly Usage		Volume Discount
\$0.00 -	\$499.99	5%
\$500.00 -	\$999.99	10%
\$1,000.00 -	\$1,999.99	15%
\$2,000.00 -	\$4,999.99	20%
\$5,000.00 -	\$9,999.99	25%
\$10,000.00 -	+	30%

## C. Switched 1+ Outbound Long Distance:

## (1). Time Periods:

Period	Times	Days
Peak	8:00 AM -- 5:00 PM	Monday through Friday
Off-Peak	All other times	

## (2). Billing Increments: Calls billed in 6-second Periods

## (3). Rates:

Period	Base Rates
Peak	\$0.0125 per Period
Off-Peak	\$0.0115 per Period

## (4). Usage Discounts Apply

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 - SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**37. LATITUDES I (Cont'd)

## D. Switched Toll-Free Inbound 800/888/877 Service:

- (1). Time Periods: All day, every day
- (2). Billing Increments: Calls billed in 6-second periods
- (3). Rates: Base Rate - \$0.01299 per Period
- (4). Usage Discounts Apply
- (5). Charges:  
Payphone Use Charge: \$0.30 per call

## E. Calling Card Service:

- (1). Time Periods: All day, every day
- (2). Billing Increments: Full minute
- (3). Rates: Base Rate - \$0.20 per minute
- (4). Usage Discounts Apply
- (5). Charges:  
Payphone Use Charge: \$0.30 per call

F. Directory Assistance: The following interstate and intrastate charges apply to Directory Assistance calls placed by Latitudes I subscribers:

Directory Assistance	
Interstate	\$0.60 per minute or fraction
Intrastate	\$0.37 per minute or fraction

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 - SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)****38. LATITUDES II**

A. Service Description: Latitudes II is a dedicated long distance calling plan available to commercial/business customers. The Latitudes II plan includes the following services: Dedicated 1+ outbound, dedicated toll-free inbound 800/888/877, and calling card services. Where specified, volume usage discounts apply to the base rate for customers committed to meeting certain monthly usage requirements. Peak and Off-Peak rates apply.

## B. Base Rate Discounts available:

Monthly Usage		Volume Discount
\$0.00 -	\$499.99	5%
\$500.00 -	\$999.99	10%
\$1,000.00 -	\$1,999.99	15%
\$2,000.00 -	\$4,999.99	20%
\$5,000.00 -	\$9,999.99	25%
\$10,000.00 -	+	30%

## C. Dedicated 1+ Outbound Long Distance:

## (1). Time Periods:

Period	Times	Days
Peak	8:00 AM - 5:00 PM	Monday through Friday
Off-Peak	All other times	

## (2). Billing Increments: Calls billed in 6-second Periods

## (3). Rates:

Period	Base Rates
Peak	\$0.0100 per Period
Off-Peak	\$0.0095 per Period

## (4). Usage Discounts Apply

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 - SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**38. **LATITUDES II (Cont'd)**

## D. Dedicated Toll-Free Inbound 800/888/877 Service:

- (1). Time Periods: All day, every day
- (2). Billing Increments: Calls billed in 6-second periods
- (3). Rates: Base Rate - \$0.0110 per Period
- (4). Usage Discounts Apply
- (5). Charges:  
Payphone Use Charge: \$0.30 per call

## E. Calling Card Service:

- (1). Time Periods: All day, every day
- (2). Billing Increments: Full minute
- (3). Rates: Base Rate - \$0.20 per minute
- (4). Usage Discounts Apply
- (5). Charges:  
Payphone Use Charge: \$0.30 per call

F. Directory Assistance: The following interstate and intrastate charges apply to Directory Assistance calls placed by Latitudes II subscribers:

Directory Assistance	
Interstate	\$0.60 per minute or fraction
Intrastate	\$0.37 per minute or fraction

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 - SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**39. **MILLENNIUM I**

A. Service Description: Millennium I is a switched 1+ outbound package of long distance services available to residential customers. The Millennium I package includes the following services: 1+ outbound, toll-free inbound 800/888/877, and calling card services and comes in the following three options:

- (1). Option 1 – No Monthly Service Charge Applies
- (2). Option 2 – A \$2.50 Monthly Service Charge Applies
- (3). Option 3 – A \$4.95 Monthly Service Charge Applies

B. Time Periods and Billing: All Millennium I Option plans are billed in full minute increments and the rates are available 24 hours a day, 7 days a week.

## C. Services, Rates and Charges:

Millennium I Options	Service	Rate	Monthly Service Charge
Option 1	1+ Outbound	\$0.09	None
	Toll-Free Inbound	\$0.14	
	Calling Card	\$0.20	
Option 2	1+ Outbound	\$0.08	\$2.50
	Toll-Free Inbound	\$0.12	
	Calling Card	\$0.18	
Option 3	1+ Outbound	\$0.07	\$4.95
	Toll-Free Inbound	\$0.10	
	Calling Card	\$0.16	

D. Payphone Use Charge applies to Calling Card and Toll-Free Inbound calls originating from payphones:

Payphone Use Charge: \$0.30 per call

E. Directory Assistance: The following interstate and intrastate charges apply to Directory Assistance calls placed by Millennium I subscribers:

Directory Assistance	
Interstate	\$0.60 per minute or fraction
Intrastate	\$0.37 per minute or fraction

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 - SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**40. **MILLENNIUM II**

A. Service Description: Millennium II is a switched 1+ outbound package of long distance services available to business/commercial customers. The Millennium II package includes the following services: 1+ outbound, toll-free inbound 800/888/877, and calling card services. Where specified, volume usage discounts apply to the base rate for customers committed to meeting certain monthly usage requirements.

## B. Base Rate Discounts available:

Monthly Usage		Volume Discount
\$0.00 -	\$499.99	5%
\$500.00 -	\$999.99	10%
\$1,000.00 -	\$1,999.99	15%
\$2,000.00 -	\$4,999.99	20%
\$5,000.00 -	\$9,999.99	25%
\$10,000.00 -	+	30%

## C. Switched 1+ Outbound Long Distance:

- (1). Time Periods: All day, every day
- (2). Billing Increments: Calls billed in 6-second periods
- (3). Rates: Base Rate - \$0.008075 per Period
- (4). Usage Discounts Apply

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 - SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**40. **MILLENNIUM II (Cont'd)**

## D. Switched Toll-Free Inbound 800/888/877 Service:

- (1). Time Periods: All day, every day
- (2). Billing Increments: Calls billed in 6-second periods
- (3). Rates: Base Rate - \$0.0095 per Period
- (4). Usage Discounts Apply
- (5). Charges:
  - Monthly Service Charge: \$2.50
  - Payphone Use Charge: \$0.30 per call

## E. Calling Card Service:

- (1). Time Periods: All day, every day
- (2). Billing Increments: Calls billed in 6-second periods
- (3). Rates: Base Rate - \$0.0133 per Period
- (4). Usage Discounts Apply
- (5). Charges:
  - Payphone Use Charge: \$0.30 per call

F. Directory Assistance: The following interstate and intrastate charges apply to Directory Assistance calls placed by Millennium II subscribers:

Directory Assistance	
Interstate	\$0.60 per minute or fraction
Intrastate	\$0.37 per minute or fraction

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 - SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**41. **MILLENIUM III**

A. Service Description: Millennium III is a dedicated long distance calling plan available to commercial/business customers. The Millennium III plan includes the following services: Dedicated 1+ outbound, dedicated toll-free inbound 800/888/877, and calling card services. Where specified, volume usage discounts apply to the base rate for customers committed to meeting certain monthly usage requirements.

## B. Base Rate Discounts available:

Monthly Usage		Volume Discount
\$0.00 -	\$499.99	5%
\$500.00 -	\$999.99	10%
\$1,000.00 -	\$1,999.99	15%
\$2,000.00 -	\$4,999.99	20%
\$5,000.00 -	\$9,999.99	25%
\$10,000.00 -	+	30%

## C. Dedicated 1+ Outbound Long Distance:

- (1). Time Periods: All day, every day
- (2). Billing Increments: Calls billed in 6-second periods
- (3). Rates: Base Rate - \$0.005225 per Period
- (4). Usage Discounts Apply

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100



**SECTION 3 - SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**41. **MILLENNIUM III (Cont'd)**

## D. Dedicated Toll-Free Inbound 800/888/877 Service:

- (1). Time Periods: All day, every day
- (2). Billing Increments: Calls billed in 6-second periods
- (3). Rates: Base Rate - \$0.005225 per Period
- (4). Usage Discounts Apply
- (5). Charges:
  - Monthly Service Charge: \$2.50
  - Payphone Use Charge: \$0.30 per call

## E. Calling Card Service:

- (1). Time Periods: All day, every day
- (2). Billing Increments: Full minute
- (3). Rates: Base Rate - \$0.099 per minute
- (4). Usage Discounts Do Not Apply
- (5). Charges:
  - Payphone Use Charge: \$0.30 per call

F. Directory Assistance: The following interstate and intrastate charges apply to Directory Assistance calls placed by Millennium III subscribers:

Directory Assistance	
Interstate	\$0.60 per minute or fraction
Intrastate	\$0.37 per minute or fraction

ISSUED:

EFFECTIVE:

CASE NO. \_\_\_\_\_

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

---

**EXHIBIT B**

New Tariff No. 2, Canceling and Replacing Tariff No. 1

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 2  
Cancels and Replaces P.U.C.O. Tariff No. 1  
Original Title Page

**TITLE PAGE**

TARIFF CONTAINING REGULATIONS AND RATES  
For END USER

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

Of

TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
Phone: (406) 496-5100  
Toll-Free: (800) 823-4874

Within

THE STATE OF OHIO

**CASE No. 00-1481-CT-ACE**

For Customer Inquiries and Complaints, Please Write to or Call the Following:

TOUCH AMERICA, INC.  
Customer Service Center  
1903 S. Russell  
P.O. Box 5207  
Missoula, Montana 59806  
Phone: (406) 523-3605  
Toll-Free: (800) 823-4664  
Facsimile: (406) 523-3606  
Toll-Free Fax: (800) 823-3299

NOTES:

1. This tariff applies to the Competitive Facilities-Based and Resold Interexchange Telecommunications Services furnished by Touch America, Inc. ("Touch America") throughout the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio, and copies may be inspected during normal business hours at Touch America's principal place of business, 130 E. Main St., Butte, Montana 59701.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 2  
Cancels and Replaces P.U.C.O. Tariff No. 1  
Original Page No. 1

**CHECK SHEET**

Pages 1 through 63 inclusive of this Tariff are effective as of the date shown at the bottom of the respective page(s). Revised pages as named below contain all changes from the original filing that are in effect on the date listed.

PAGE NO.	REVISION	PAGE NO.	REVISION
Title Page	Original	36	Original
1	Original	37	Original
2	Original	38	Original
3	Original	39	Original
4	Original	40	Original
5	Original	41	Original
6	Original	42	Original
7	Original	43	Original
8	Original	44	Original
9	Original	45	Original
10	Original	46	Original
11	Original	47	Original
12	Original	48	Original
13	Original	49	Original
14	Original	50	Original
15	Original	51	Original
16	Original	52	Original
17	Original	53	Original
18	Original	54	Original
19	Original	55	Original
20	Original	56	Original
21	Original	57	Original
22	Original	58	Original
23	Original	59	Original
24	Original	60	Original
25	Original	61	Original
26	Original	62	Original
27	Original	63	Original
28	Original		
29	Original		
30	Original		
31	Original		
32	Original		
33	Original		
34	Original		
35	Original		

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 2  
Cancels and Replaces P.U.C.O. Tariff No. 1  
Original Page No. 2

**RESERVED FOR FUTURE USE**

ISSUED: April 4, 2003

CASE NO. 00-1481-CT-ACE

EFFECTIVE: April 4, 2003

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 2  
Cancels and Replaces P.U.C.O. Tariff No. 1  
Original Page No. 3

**TABLE OF CONTENTS**

	<u>Page No.</u>
Title Page.....	Title
Check Sheet.....	1
Table of Contents .....	3
Explanations of Symbols.....	5
Tariff Format .....	6
Concurring, Connecting or Other Participating Carriers.....	7
 SECTION 1 - Definitions.....	 8
 SECTION 2 - Rules and Regulations .....	 16
1. Description of Service .....	16
2. Locations of Service .....	17
3. Limitations of Service .....	17
4. Terms and Conditions.....	18
5. Use of Service .....	19
6. Interconnection.....	19
7. Liability/Credit Allowances .....	20
8. Minimum Service Period.....	24
9. Cancellation by Customer .....	24
10. Cancellation by COMPANY .....	25
11. Interruption of Service.....	26
12. Restoration of Service .....	27
13. Inspections.....	27
14. Testing and Adjusting.....	27
15. Special Customer Arrangements .....	27
16. Reserved .....	27
17. Customer Inquiries and Complaints .....	28
18. Notices.....	28
19. Payment and Billing .....	29
20. Security Deposit .....	31
21. Toll Free Service .....	32
22. Administration of Toll Free Numbers .....	34
23. Operator Services – Company Obligations .....	35
24. Operator Services – Aggregator Obligations.....	35
25. Operator Services – Billing Arrangements.....	36
26. Directory Assistance.....	37
27. Rounding Methods .....	38
28. Third Party Marketing Promotion .....	39
29. Dedicated Service.....	39
30. Information Provider Data.....	39

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 2  
Cancels and Replaces P.U.C.O. Tariff No. 1  
Original Page No. 4

**TABLE OF CONTENTS (Cont'd)**

	<u>Page No.</u>
31. Line Seizure.....	39
32. Answer Supervision .....	40
33. Restrictions.....	40
34. Special Access Surcharge.....	41
35. Gross Receipts Tax.....	42
36. Telecommunications Service Priority Provisioning and Restoration Of Service.....	42
37. Toll-Free Service Assurance Guarantee .....	43
38. Customer Satisfaction Guarantee .....	45
39. Minimum Usage Commitment.....	46
 SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES.....	 47
1. Audio Teleconferencing .....	47
2. Enhanced Toll Free Inbound Features.....	49
3. True Rate .....	52
4. Home Anywhere.....	54
5. TA Casual Calling .....	55
6. Business Anywhere – Switched .....	56
7. Business Anywhere – Dedicated .....	60

ISSUED: April 4, 2003

CASE NO. 00-1481-CT-ACE

EFFECTIVE: April 4, 2003

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 2  
Cancels and Replaces P.U.C.O. Tariff No. 1  
Original Page No. 5

**EXPLANATION OF SYMBOLS**

- (C) To signify changed conditions or regulation
- (D) To signify discontinued rate, regulation or condition
- (I) To signify increase
- (M) To signify that material has been transferred from another sheet or place in the tariff
- (N) To signify new rate, regulation, condition or sheet
- (R) To signify reduction
- (T) To signify a change in text for clarification

ISSUED: April 4, 2003

CASE NO. 00-1481-CT-ACE

EFFECTIVE: April 4, 2003

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100



TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 2  
Cancels and Replaces P.U.C.O. Tariff No. 1  
Original Page No. 6

**TARIFF FORMAT**

1. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between page 14 and 15 would be 14.1.
2. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Ohio Public Utilities Commission ("PUCO"). For example, the 4th revised page 14 cancels the 3rd revised page 14. Consult the check page for the page currently in effect.
3. Paragraph Numbering Sequence - While there are several possible levels of paragraph coding exemplified below, only the 1st four levels are currently used in this tariff. Each level of coding is subservient to its next higher level:
  1.
    - 1.A.
      - 1.A.(1).
        - 1.A.(1).(a).
          - 1.A.(1).(a).(i).
4. Check Pages -- When a tariff filing is made with the PUCO an updated check page accompanies the tariff filing. The check page lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check page is changed to reflect the revision. All revisions made in the given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages).

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

---

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 2  
Cancels and Replaces P.U.C.O. Tariff No. 1  
Original Page No. 7

CONCURRING CARRIERS

None

CONNECTING CARRIERS

AT&T - American Telephone and Telegraph Company  
MCI Communications  
US Sprint Communications  
US WEST Communications  
WTCI Communications  
Local Exchange Carriers  
and  
other Carriers who, in the future, may provide  
Telecommunications Services in the State of  
Ohio

OTHER PARTICIPATING CARRIERS

None

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

---

---

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 2  
Cancels and Replaces P.U.C.O. Tariff No. 1  
Original Page No. 8

### **SECTION 1 - DEFINITIONS**

Account Number: Number defined by COMPANY for customer identification purposes to which all respective long distance and associated charges are assigned, billed and collectable from the customer. Associated charges are applicable install fees, monthly recurring service charges. PICC charges, long distance itemized call charges, late payment finance fees and applicable Federal, State, County, Municipal and/or Local taxes and Federal and/or State universal service charges.

Advance Payment: Partial or full payment required before the start of service.

Affiliate: Any entity (including any natural person or entity such as a corporation or partnership) controlling, under the control of or under common control with another entity.

Aggregator: Any person or entity that, in the ordinary course of its operations, makes telephones available to the public or to End Users of its premises for telephone calls using a provider of operator services.

Answer Supervision: Switch capability to detect, by hardware LEC signal or by switch software detection, the dialed number's answer event and the disconnect event. Answer Supervision deletes dialing, ring time and busy signal time from billable talk or communication time.

AT&T: American Telephone and Telegraph Company.

Authority Network Management System (Authority NMS): A system which provides customers on-line access to receive management reports as required applicable to utilization statistics per data line circuit interface (frame relay address), performance statistics for trunks and circuit lines and port statistics on a per frame relay port basis.

Authorization code: A customer identification and security code assigned by COMPANY that enables customer to access Company's long distance network.

Authorized User: A person, firm, corporation or any other entity authorized by the Customer to be connected to the service of the Customer.

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

Auto Reconfiguration (ARC): Automatic alternate destination routing to provide automatic re-routing of data to a predefined alternate destination for disaster recovery and local loop redundancy applications.

Band 0: Intrastate calls; All calls placed within the State.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

---

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 2  
Cancels and Replaces P.U.C.O. Tariff No. 1  
Original Page No. 9

**SECTION 1 - DEFINITIONS (Cont'd)**

Basic Digital Service (BDS): A dedicated digital private line service that may be utilized to support voice frequency, data, video and facsimile applications.

Burst Information Rate (BIR): A short duration transmission that can relieve momentary congestion in the Local Area Network.

Business Customer: A customer whose use of service is primarily or substantially of a professional, business, institutional, occupational, or other commercial nature.

Cancellation of Order: A customer initiated request to discontinue processing a service order or request, either in part or in its entirety, prior to its completion.

Carrier: TOUCH AMERICA, INC., unless specifically stated otherwise.

Channel or Circuit: A communications path between two or more points.

Collect Call: A billing arrangement whereby the charge for a call may be charged to the called party, provided the called party verbally accepts the charge or keys in a positive response acknowledging acceptance of the charges.

Commission: The Ohio Public Utilities Commission ("PUCO").

Committed Information Rate (CIR): A rate assigned to each Private Virtual Circuit (PVC) by the TA FramePlus subscriber. CIRs represent the "guaranteed" transmission rates between two network ports. CIRs are available in 8 Kbps increments from Zero to 1024K.

Company: TOUCH AMERICA, unless specifically stated otherwise.

Completed Calls: Completed calls are calls answered on the distance end or, where necessary, positively accepted by the called party. (i.e., Person-to-Person and Collect calls).

Connecting Carrier: A telecommunications company, which may be either an interexchange or a Local Exchange Carrier, that supplies COMPANY with facilities to originate, transport and/or terminate Company's long distance services, including Operator Services.

Customer: The person, firm, corporation or other entity which orders service -- either for its own use or as a non-profit manager of a sharing group -- and which is responsible for the payment of charges as explained herein and for compliance with Company's price list regulations. For billing purposes, a customer is considered to be an account. If a person, firm, corporation or other entity orders the service in more than one originating city, or requests the assignment of more than one account number in a particular city, each such "customer" may include one or more locations of commonly owned or operated business.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 2  
Cancels and Replaces P.U.C.O. Tariff No. 1  
Original Page No. 10

**SECTION 1 - DEFINITIONS (Cont'd)**

Customer Dialed Calling Card Calls: Calling Card Calls which are handled on an automated basis such that they do not require intervention by an attended operator position (i.e. a "live" operator) to complete.

Customer Provided Equipment: Terminal equipment provided by a customer.

Directory Assistance ("DA"): Service consisting of supplying listed telephone numbers to requesting customers.

Dedicated Access Lines: Dedicated Access lines used between the customer's premises and Company's Points-of-Presence for origination or termination of telecommunication traffic.

Deposit: Cash or equivalent of cash security held as a guarantee for payment of the charges.

Disconnection: The disconnection of a circuit, dedicated access line or port connection being used for existing service.

Expedited Service Order: A service order, which, in compliance with a customer request, is completed in a time period shorter than the Company's standard service interval.

Extended Digital Service (EDS): A dedicated digital private line service that may be utilized to support voice frequency, data, video and facsimile applications. EDS is available in increments of 64 Kbps up to 512 Kbps for higher speed data applications.

FCC: Federal Communications Commission.

High Speed Digital Service (HDS) (Touch America Direct (DS-3)): A dedicated digital private line service that may be utilized to support voice frequency, data, video and facsimile applications. HDS transports full duplex digital signals over terrestrial facilities at the rate of 44.736 Mbps or the equivalency of 28 DS-1's or 672 DS-0's.

Holidays: The following are the COMPANY recognized national holidays determined at the location of the originator of the call. Unless a specific date is noted, the date of the holiday is the federal observed date:

New Year's Day (January 1)  
Independence Day (July 4)  
Memorial Day  
Labor Day  
Thanksgiving Day (Last Thursday in November)  
Christmas Day (December 25)

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 2  
Cancels and Replaces P.U.C.O. Tariff No. 1  
Original Page No. 11

**SECTION 1 - DEFINITIONS (Cont'd)**

Individual Case Basis ("ICB"): A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the customer.

Installation: The connection of a circuit, or dedicated access line, or other dedicated facility for new or additional service.

Interconnection Facilities: Circuits and/or dedicated access arrangements provided by the Customer or a third party supplier to interconnect the Customer with the Company's service. The Customer shall have sole responsibility for the ordering, installation, maintenance, and payment of such facilities.

InterLATA Call: An InterLATA call is any call that originates and terminates in a different LATA.

IntraLATA Call: An intraLATA call is any call that originates and terminates within the same LATA.

LATA - (Local Access and Transport Area): A geographical area established as required by the Modified Final Judgment in the government's antitrust suit against the Bell System for the provision and administration of communications services.

LEC: Local Exchange Carrier.

Local Calling Area: Denotes a geographical area in which a Local Exchange Company end user may complete a call without incurring long distance charges.

Local Facilities: Any facility providing interconnection between a customer's premises and COMPANY terminal location.

Measured Charge: A charge assessed on a per minute basis in calculating a portion of the charges due for a completed Operator Assisted Call.

Minimum Service Period: The minimum period of time during which Customer is obligated to pay for services provided by the Company.

Monthly Recurring Charge ("MRC"): Monthly charges to the customer for services, facilities or equipment, which continue and are billed to the customer each month for the duration of the service.

Nonrecurring Charge ("NRC"): The initial charge, usually assessed on a one-time basis, to install equipment and facilities to establish service.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

---

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 2  
Cancels and Replaces P.U.C.O. Tariff No. 1  
Original Page No. 12

**SECTION 1 - DEFINITIONS (Cont'd)**

Operator Assisted Calls: Calls requiring assistance for completion, usually by dialing 0+(area code)+(exchange)+(line number); or by dialing "0" or "00", with all subsequent dialing being performed by Operator Services. The following are examples of calls normally placed in this manner:

*Calling Card Calls* - Calls for which charges are billed, not to the originating telephone number, but to a telephone calling card issued either by a local exchange or long distance telephone company for this purpose. At the caller's option, and depending upon the services available at a particular location, calling card calls may entail intervention of an attended operator position (i.e. a "live" operator) or may be made on an automated basis. The latter are termed "Customer Dialed Calling Card Calls" for purposes of this tariff.

*Credit Card Calls* - Calls for which charges are billed, not to the originating telephone number, but to a credit card, such as VISA, MasterCard, or American Express.

*Person-to-Person Calls* - Calls that are placed under the stipulation that the caller will speak only to a specific called party.

Order: A single request by a customer subscribing to a service or facilities, or both, to any number or circuits to any number of locations where the services or facilities, or both, are provided by the carrier.

Other Carrier: A person, firm, corporation, or entity, which provides communication services or facilities, or both, including but not limited to, exchange carriers, electronic message service carriers, resellers, and interconnect companies.

Permanent Virtual Circuit (PVC): A logical connection between port connections. PVC's are defined on the basis of simplex (or asymmetrical) transmission, which allows the user to establish different data transmission rates in each direction.

Person-to-Person Call: A call whereby the caller specifies to the Company operator a particular person to be reached, or a particular station, room number, department or office to be reached through a PBX attendant.

Point-of-Presence: Company's physical presence in a LATA (as defined herein). Locations where COMPANY maintains operations centers for purpose of providing long distance services.

Point of Destination: The area code and telephone number called in a location other than the point of origination.

Point of Origination: The station from which the customer initiates a call through the Carrier's switch.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

---

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 2  
Cancels and Replaces P.U.C.O. Tariff No. 1  
Original Page No. 13

**SECTION 1 - DEFINITIONS (Cont'd)**

Port: Connection to the Company's switching network with one or more voice grade or DS-1 level communications channels, each with a unique network address (telephone number), dedicated to the customer. Each port is equipped with a Terminal Interface.

Premises: The space designated by a customer at its place or places of business for Company's service, whether for its own communications needs or for the use of its resale customers.

Presubscription: A service arrangement whereby the Customer authorizes the local telephone company to route all InterLATA calls to the Company.

Project Codes: Customer and/or COMPANY defined, verified and/or non-verified codes that can be used to: 1. Identify specific customer authorized user(s) and/or project(s) and 2. Allocate the cost of the long distance communication to the respective customer account number for billing purposes.

Rate Periods: Unless otherwise noted, the following rate periods are applicable to all products in this tariff:

Day:	8:00 AM-4:59 PM (Monday thru Friday).
Evening:	5:00 PM-10:59 PM (Sunday thru Friday).
Night/Weekend:	11:00 PM-7:59 AM (Sunday thru Friday, all day Saturday and Sunday from 8:00 AM -4:59 PM).

Reseller: A company that purchases a big block of long distance calling minutes for resale in smaller blocks to its customers.

Residential Customer: A Customer whose use of the Company's services is substantially of a social and domestic nature.

Responsible Organization ("Resp. Org."): Responsible Organization is the entity that maintains the routing for 800 numbers in the National database.

Service Date: The date on which Customer begins to utilize the Service or the date on which Service is made available for use by the Customer or its authorized users, whichever is sooner.

Service Location: A Service Location shall mean a single Customer premise location either owned or leased by the Customer, which location has its own, unique mailing address and which is used principally by the Customer to conduct its business. A Customer may have more than one (1) Service Location.

Special Promotional Offerings: Special discounts or modifications of its regular service offerings which COMPANY may, from time to time, offer to new customers for a particular service. Such offerings may be limited to certain dates, times and locations.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100



---

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 2  
Cancels and Replaces P.U.C.O. Tariff No. 1  
Original Page No. 14

**SECTION 1 - DEFINITIONS (Cont'd)**

Subscription Agreement: A Standard COMPANY form that includes all pertinent LOA (Letter of Agency), billing, technical and other descriptive information that will enable COMPANY to provide the long distance service required.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Termination Service: During the Term, the COMPANY agrees to provide call termination services for all call placed through the Digital Switching System (excluding international calls). The COMPANY will provide Terminating Service for all calls via its Services offered in the tariff.

Terminal Equipment: Devices, apparatus and their associated wiring, such as teleprinters, telephone handsets or data sets.

Terminal Interface: The method of physical connection between a Company-provided service and a Customer's transmission cable, inside wiring, or terminal equipment. Depending upon the service ordered by the Customer, there might be a choice of terminal interfaces. The Customer is responsible for ordering a terminal interface that is compatible with the Customer's terminal equipment. All terminal interfaces will be provided by industry-standard connectors as specified in or authorized by Subpart F of Part 68, Title 47, Code of Federal Regulations.

Terrestrial Digital Service (TDS) (Touch America Direct (DS-1)): A dedicated digital private line that may be utilized to support voice frequency, data, video and facsimile applications. TDS transports full duplex digital signals over terrestrial facilities at the rate of 1.544 Mbps or the equivalency of 24 DS-0's.

Third Party Billed Call: A billing arrangement by which the charges for a call may be billed to a number that is different from the calling number and the called number.

TOUCH AMERICA: COMPANY or Carrier, unless specifically indicated otherwise.

Transmission: The sending of electrical or optical signals over a line to a destination.

Trunk: Communications path connecting two switching systems in a network, used in the establishment of an end-to-end communication.

Two-Way Transmission: The capability of transmission in either direction or in both directions at once.

Underlying Carrier: Refers to any interexchange carrier that provides long distance services resold by the Company.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

---

---

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 2  
Cancels and Replaces P.U.C.O. Tariff No. 1  
Original Page No. 15

**SECTION 1 - DEFINITIONS (Cont'd)**

Volume Discount: A pricing concept that rewards large volume users.

WATS: Wide Area Telecommunications Service.

800/888/877 Number, Added, Changed, Deleted

A customer-initiated request to:

1. Replace an 800/888/877 number with a new 800/888/877 number.
2. Add an 800/888/877 number to an existing 800/888/877 circuit.
3. Delete an 800/888/877 number from an existing 800/888/877 circuit.

800/888/877 Subscriber: An 800/888/877 Subscriber is the person, firm, corporation or other entity that, in accordance with SMS/800/888/877 procedures, controls an 800/888/877 number and has the right to designate its responsible organization (Resp. Org.) for that 800/888/877 number.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

---

---

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 2  
Cancels and Replaces P.U.C.O. Tariff No. 1  
Original Page No. 16

**SECTION 2 - RULES AND REGULATIONS**

1. **DESCRIPTION OF SERVICE**

A. COMPANY is a switched resale common carrier providing intrastate long distance message toll telecommunications and operator services to customers throughout the State of Ohio for their direct transmission and reception of voice, data and/or other types of communication. Long distance services are provided through Local Exchange and/or other Connecting Carriers. Operator services are provided either directly by COMPANY or under contract with a certified operator service provider.

B. Communications begin when COMPANY's switch, located in Helena, Montana, detects the Answer Event as signaled from Local Exchange Carriers and/or other Connecting Carriers. Communications cease when COMPANY's switch detects the Disconnect Event that occurs by the hanging up of either the calling or called party.

C. Intrastate telecommunications service is the furnishing of COMPANY services for the communications between specified locations under the terms contained herein. Channels will be those of COMPANY alone, or COMPANY in conjunction with those of other participating, concurring or connecting carriers.

D. COMPANY, when acting at the customer's request and as his/her authorized agent, will make reasonable efforts to arrange for service requirements which may include terminal equipment and circuit conditioning.

E. COMPANY bills customers on a monthly basis for itemized call charges and appropriate recurring service charges as outlined in this tariff, including all applicable PICC charges, Federal, State, County, Municipal and/or Local taxes and Federal and/or State universal service charges, unless credit considerations or other circumstances require special agreements for more frequent billing.

F. Subject to availability, the customer may use Project Codes to identify the users or user groups on an account. The numerical composition of such codes shall be set by COMPANY to assure compatibility with its accounting and automation systems and to avoid duplication of codes.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

---

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2. LOCATIONS OF SERVICE**

Communications may originate and terminate in any area within the State of Ohio.

**3. LIMITATIONS OF SERVICE**

A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to provisions of this tariff and/or price list. COMPANY reserves the right not to provide service to or from location(s) where the necessary facilities or equipment are not available.

B. Service may be disconnected, upon written notice, when necessitated by conditions beyond COMPANY's control. These conditions include, but are not limited to, a customer's call volume or calling pattern that results or may result in network blockages or other service degradation which adversely affect service to the calling party, customer, or other customers of COMPANY. COMPANY also reserves the right to discontinue furnishing service, upon written notice, when the customer is using the service in violation of the provisions contained herein, or in violation of the law.

C. Service may be discontinued by COMPANY, without notice to the customer, by blocking traffic to or from certain cities, NXX exchanges, or individual telephone stations, by blocking call origination for 500, 800 or 900 service(s), or by blocking calls using certain customer authorization codes, when COMPANY deems it necessary to take such action to prevent unlawful use of, or nonpayment for its service. COMPANY will restore service as soon as it can be provided without undue risk, and will, upon request by the customer affected, assign a new authorization code to replace the one that has been deactivated. In addition, COMPANY may, at the request of the customer institute blocking of telephone stations in order to prevent telephone calls made to annoy, abuse, threaten or harass any person at the called number. COMPANY will, upon written request by the customer, remove the block. COMPANY reserves the right to limit the number of requests for blocking per customer. In order to control fraud, COMPANY may refuse to accept Calling Card, Collect Calling and/or Third Number calls which it determines to be invalid and/or may limit the use of these billing options to or from certain areas, including all or part of the State of Ohio.

D. COMPANY reserves the right to discontinue furnishing service when necessitated by conditions beyond its control or when the customer is using the service in violation of the law or provisions of this tariff.

E. COMPANY offers customers operator assisted calls (0+ or 0-), credit card calls, collect calls, person to person calls, and third party calls. 911 emergency calls and 976 numbers are not directed to COMPANY, but will be completed by Local Exchange and/or other Connecting Carriers.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**3. LIMITATIONS OF SERVICE (Cont'd)**

F. COMPANY reserves the right to change the rates, terms or conditions of its services as permitted by the Ohio Public Utilities Commission.

G. A customer shall not use any service mark or trademark of COMPANY or refer to TOUCH AMERICA in connection with any product, equipment, promotion or publication of the customer without the approval of COMPANY.

H. Title to all facilities provided by COMPANY under these regulations remains with COMPANY.

**4. TERMS AND CONDITIONS**

A. Unless credit considerations or other circumstances require special agreements for more frequent billing, service is provided on a basis of a minimum period of at least one month. Individual call charges are calculated to the nearest 1/100th cent and then rounded up to the next whole cent. Billing begins on the date that service becomes effective and continues to be provided until canceled by the customer or COMPANY.

B. Service is offered on a monthly basis, unless otherwise agreed upon by the customer and COMPANY, seven (7) days per week, twenty-four (24) hours per day.

C. The name(s) of the customer(s) desiring to use the service must be stipulated in the Application for Subscription or Service Agreement.

D. The customer agrees to operate Company-provided equipment in accordance with instructions of COMPANY or its agent. Failure to do so will void COMPANY's liability for interruption of service and may make the customer responsible for damage to equipment.

E. The customer agrees to return to COMPANY all COMPANY-provided equipment delivered to the 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 the customer, normal wear and tear only are excepted. The customer shall reimburse COMPANY, upon demand, for any costs incurred by COMPANY due to the customer's failure to comply with this provision.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

---

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 2  
Cancels and Replaces P.U.C.O. Tariff No. 1  
Original Page No. 19

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

5. **USE OF SERVICE**

A. Service may be used for the transmission and reception of communications by the customer.

B. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the customer, except when the customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the customer, authorized user, or joint user to share the cost of the service so long as the arrangement generates no profit for any participant in the arrangement.

6. **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. Service furnished by COMPANY is not part of a joint undertaking with such carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of COMPANY and other participating carriers shall be provided at the customer's expense.

B. Interconnection with the facilities or services of other Connecting Carriers shall be under the applicable terms and conditions of the other Connecting Carriers' tariffs. The customer is responsible for taking all necessary legal steps for interconnecting customer-provided terminal equipment or communications system with COMPANY's facilities. The customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

---

---

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 2  
Cancels and Replaces P.U.C.O. Tariff No. 1  
Original Page No. 20

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**7. LIABILITY/CREDIT ALLOWANCES**

A. COMPANY shall not be liable for any failure of performance due to causes beyond its control, including, but not limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots of wars; strikes, lockouts, work stoppages or other labor difficulties, Connecting Carrier operating problems; and any law order, regulation or other action of any governing authority or agency thereof.

B. COMPANY's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to any other claim or suit, by a customer or any others, for damages associated with ordering (including reservations of any specific number(s) for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption, or restoration of any service and/or facilities offered under this tariff, COMPANY's liability, if any, shall be limited as follows:

(1). With respect to any service provided by COMPANY, which involves dedicated access, COMPANY's liability shall not exceed an amount equal to the proportionate monthly recurring charges -- including any service charges, monthly minimum charges, basic feature package charges, monthly charges for option features, charges for dedicated access facilities and any other monthly charges -- for the period during which the service was affected.

(2). With respect to any toll free Inbound Service (800, 888, 877, 866, etc.; hereafter referred to as 800 Inbound Service) provided by COMPANY which involves per minute usage charges, COMPANY's liability shall not exceed an amount equal to the proportionate monthly recurring service charges -- including any monthly fee associated with the service, charges for dedicated termination facilities, and any other monthly charges -- for the period during which the service was affected. COMPANY shall not be liable where 800 Inbound Service was affected. COMPANY shall not be liable where 800 Inbound Service is not made available on the date committed to the customer, or cannot otherwise be made available after COMPANY's acceptance of the customer's order, or where the customer is provided with a number or numbers other than the one(s) committed by COMPANY to the customer or the number or numbers included in the 800 Inbound Service are published by the customer in an incorrect form. It is the customer's responsibility to test all 800 Inbound Service numbers prior to the preparation of advertising materials or the dissemination of the number.

(3). COMPANY shall not be liable at all for the use, misuse, or abuse of a customer's 800 Inbound Service by third parties, including, without limitation, the customer's employees or members of the public who dial the customer's 800 Inbound Service number by mistake or intentionally bother the customer with repeated calls. Compensation for any injury the customer may suffer due to the fault of others than COMPANY must be sought from such other parties.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

---

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**7. LIABILITY/CREDIT ALLOWANCES (Cont'd)**

(4). Subject to the specific limitations set forth in this paragraph, for all of COMPANY's services for which charges are specified on the basis of per minute of use, or on usage of a fraction of a minute, and in which there may be interruption of any individual call caused by COMPANY which can be remedied by redialing the call.

a. A credit allowance will be made for that portion of a call which is interrupted due to poor transmission (e.g. noisy circuit), one-way transmission (one party is unable to hear the other), or involuntary disconnection caused by COMPANY's service. A customer may also be granted credit for reaching a wrong number. To receive a credit, the customer must notify COMPANY's Customer Service Center and furnish the number from which the call was placed, the number called, the difficulty experienced and approximate time the call was placed. Credit allowances will not be made for (1) interruptions not reported to COMPANY or (2) interruptions that are due to the failure of power equipment, systems or services not provided by COMPANY. If the customer elects to use another means of communications after one of the above interruptions, or during a period when they are unable to place a call over COMPANY, the customer must pay the charges for the alternative service used.

b. Where a call has been disconnected, the customer will be given a credit allowance equivalent to the charge for the initial minute of the call made to reestablish communications with the other party. Where a call has been interrupted by poor transmission or one-way transmission, the customer will be given allowance up to an amount equivalent to the charge for the initial minute of the call to the wrong number if they report the situation promptly to a COMPANY Customer Service Representative.

(5). For all of COMPANY's services which involve dedicated access for which monthly recurring charges are applied and which may be interrupted for as much as several days, the customer will be given a credit allowance for an interruption of two consecutive hours or more, as follows:

a. When service is interrupted for a period of less than two (2) hours, no credit allowance will be given.

b. When the service's dedicated access line or lines associated with the service are interrupted for a period of two (2) to twenty-four (24) hours, a credit allowance in an amount equal to one-thirtieth (1/30th) of the monthly recurring charge or charges will be given.

c. When the service's dedicated access line or lines associated with the service are interrupted for a period of more than twenty-four (24) hours, a credit allowance in an amount equal to one-thirtieth (1/30th) of the monthly recurring charge or charges will be given for each twenty-four (24) hour period or fraction thereof.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100



**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

7. LIABILITY/CREDIT ALLOWANCES (Cont'd)

(6). No credit allowances will be made for:

a. Interruptions caused by the negligence of the customer or others authorized by the customer to use the customer's service.

b. Interruptions due to the failure of power equipment, systems, or services not provided by COMPANY

c. Interruptions during any period during which COMPANY or its agents are not afforded access to the premises where lines associated with the customer's services are located.

d. Interruptions during any period when the customer or user has released the service to COMPANY for maintenance or rearrangement purposes, or for the implementation of a customer order.

e. Interruptions during periods when the customer elects not to release the service for testing or repair and continues to use it on an impaired basis.

f. Interruptions not reported to Carrier.

(7). An interruption period begins when the customer reports to COMPANY that the service has been interrupted and releases it for testing and repair. An interruption period ends when the service is operative again. If the customer reports the service to be inoperative but declines to release it for testing and repair, the service is deemed to be impaired but not interrupted.

(8). If the customer elects to use another means of communicating during the period of interruption, the customer must pay the charges for the alternative service used.

(9). If a facsimile transmission is interrupted due to deficiencies in COMPANY's service, a credit allowance will be given in an amount equal to the charge applicable to the transmission of one (1) page of material at the time the transmission was affected, using the class of service chosen by the customer and the terminal types involved in the transmission.

(10). Notwithstanding the foregoing provisions of this paragraph, COMPANY shall not be liable for any consequential, special, indirect or incidental damages.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**7. LIABILITY/CREDIT ALLOWANCES (Cont'd)**

C. COMPANY shall be indemnified, defended and held harmless by the customer or by others authorized to use a COMPANY service against all claims of loss or damage arising from the use of furnished service(s) provided herein, including:

(1). claims for libel, slander, invasion of privacy, or infringement of copyright arising out of the material, data, information, or other content transmitted via a COMPANY service;

(2). patent infringement claims arising from combining or connecting a COMPANY service with apparatus and systems furnished by the customer or other; and

(3). all other claims arising out of any act or omission of the customer or other, in connection with any service provided by COMPANY

D. COMPANY shall not be liable for any act or omission of any Connecting Carrier or any other company or companies furnishing a portion of the service, or for the damages associated with service, channels, circuits or equipment which COMPANY does not furnish, or for damages which result from the operation of customer-provided systems, equipment, facilities or services which are interconnected with COMPANY's service.

E. COMPANY does not guarantee or make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The customer and authorized user shall indemnify and hold COMPANY harmless from any and all loss, claims, demands suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to, or death of, any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused, directly or indirectly by the installation, operation, location or use of service furnished by COMPANY at such locations.

F. COMPANY is not liable for any defacement of, or damage to, the premises of a customer resulting from the furnishing for service, or the attachment of instruments, apparatus and associated wiring by COMPANY on such customer's premises or from the installation or removal thereof, when such defacement or damage is not the result of COMPANY's negligence. No agents, or employees of other participating carriers or Connecting Carriers shall be deemed to be agents or employees of COMPANY.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

7. **LIABILITY/CREDIT ALLOWANCES (Cont'd)**

G. COMPANY shall not be liable for the customer's failure to fulfill its obligation to take all necessary steps, including, without limitation, obtaining, installing, and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the customer, or any third party acting as its agent, to the COMPANY network. The customer shall secure all licenses, permits, rights-of way, and other arrangements necessary for such interconnections. In addition, the customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with COMPANY's service, that the signals emitted into the COMPANY's network are of the proper mode, band width, power, data speed and signal level for the intended use of the customer and in compliance with the criteria established by COMPANY and that the signals do not damage COMPANY's equipment, injure its personnel, or degrade service to other customers. If the customer or its agents fail to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to COMPANY's equipment, personnel, or the quality of service to other customers, COMPANY may, upon notice to the customer, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, COMPANY may, upon notice to the customer, terminate the customer's service without liability.

8. **MINIMUM SERVICE PERIOD**

The minimum period for service, unless otherwise stipulated in applicable long-term service agreement(s) or contract(s) or as outlined in paragraph 4. of this Section for more frequent billing, is thirty (30) days.

9. **CANCELLATION BY CUSTOMER**

A. Service may be canceled by a customer by providing thirty (30) days written notice to COMPANY, or upon expiration date of any applicable long-term service agreement or contract.

B. If a customer orders service requiring special facilities dedicated to the customer's use and then cancels the order prior to the start of any design work or installation of facilities, the customer receives no charges.

C. Where installation of special facilities has been started prior to the cancellation, all non-recoverable charges incurred by COMPANY, expressly on behalf of the customer, shall be borne by the customer.

D. If cancellation is requested after completion of an installation, but before service begins or before completion of the minimum period, or before completion of some other time period mutually agreed upon, the customer shall be liable for all non-recoverable expenditures or liabilities incurred by COMPANY on behalf of the customer and not fully reimbursed by installation and/or monthly service charges.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

10. **CANCELLATION BY COMPANY**

A. **Cancellation Without Prior Notice.** COMPANY may, immediately and without notice, discontinue the furnishing of service(s) to a customer, without incurring any liability, for any of the following reasons:

(1). If a condition immediately dangerous or hazardous to life, physical safety, or property exists, or it is necessary to prevent a violation of federal, state or local safety or health codes;

(2). If COMPANY is ordered to terminate service by any court, the Commission, or any other duly authorized public authority;

(3). COMPANY's service(s) was (were) obtained, diverted or used without the authorization or knowledge of the telephone company;

(4). The customer provides false information to COMPANY regarding the customer's identity, address, credit-worthiness, past or current use of common carrier communications services or its planned use of service(s);

B. **Cancellation Upon Written Notice.** COMPANY may, upon reasonable notice, discontinue the furnishing of service(s) to a customer, without incurring any liability, for any of the following reasons:

(1). If COMPANY deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services, COMPANY may discontinue service pursuant to this sub-section if:

(a). The customer refuses to furnish information to COMPANY regarding the customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s);

(b). The customer has been given written notice by COMPANY of any past due amount, which remains unpaid in whole or in part, for any of COMPANY's other common carrier communications services to which the customer either subscribes or had subscribed or used;

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

10. **CANCELLATION BY COMPANY (Cont'd)**

(4). The customer uses, or attempts to use, service with the intent to avoid payment, either whole or in part, of other charges for the service stated in this tariff:

(a). Using or attempting to use the service by rearranging, tampering with, or making connections to COMPANY's service not authorized by this tariff; or

(b). Using tricks, schemes, false or invalid number, false credit devices, electronic devices; or

(c). Any other fraudulent means or devices;

(5). Upon written notice to the customer of any sum thirty (30) days past due; or

(6). After failure of the customer to comply with a request by COMPANY to comply with a request by COMPANY for security or the payment of service pursuant to Section 20.A.;

(7). Thirty (30) days after sending the customer written notice of noncompliance with any other provision of this tariff if the noncompliance is not corrected within thirty (30) day period.

(C) The discontinuance of service(s) by COMPANY pursuant to this Section does not relieve the customer of any obligation to pay COMPANY for charges due and owing for service(s) furnished up to the time of discontinuance.

11. **INTERRUPTION OF SERVICE**

A. COMPANY will avoid and restore interruptions of service in compliance with Ohio Public Utilities Commission rules and regulations.

B. Credit allowance for interruptions of service which are not due to COMPANY'S testing or adjusting, the negligence of the customer, or the failure of channels, equipment, and/or the communications system provided by the customer, are subject to the general "Liability" provisions set forth in paragraph 7 here.n. It shall be the obligation of the customer to notify COMPANY of any interruptions in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by an action or omission of the customer, is not within the customer's control, or is not in the wiring or equipment connected to the terminal of COMPANY

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

---

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 2  
Cancels and Replaces P.U.C.O. Tariff No. 1  
Original Page No. 27

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

12. **RESTORATION OF SERVICE**

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, which specifies the priority system for such activities.

13. **INSPECTIONS**

COMPANY may, upon reasonable notice, make such tests and inspections as may be necessary to determine that the requirements contained herein are observed.

14. **TESTING AND ADJUSTING**

Upon reasonable notice, the circuits provided by COMPANY and/or its Connecting Carriers shall be made available to COMPANY and/or its Connecting Carriers for such tests and adjustments as may be necessary to maintain them in satisfactory condition. COMPANY shall have no liability to customers for time during which such tests and adjustments are/were made.

15. **SPECIAL CUSTOMER ARRANGEMENTS**

In cases where a customer requests special arrangements which may include engineering, installation, construction, facilities, assembly, purchase or lease of facilities, and/or other special services not offered under this tariff, COMPANY, at its option, may provide the requested services. Appropriate recurring and/or non-recurring charges will be developed accordingly.

16. **RESERVED**

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

---

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 2  
Cancels and Replaces P.U.C.O. Tariff No. 1  
Original Page No. 28

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**17. CUSTOMER INQUIRIES AND COMPLAINTS**

A. Customer inquiries regarding service or billing may be made in writing or by telephone to COMPANY's Customer Service Center at the following address and toll-free telephone number:

Touch America, Inc.  
P.O. Box 5207  
Missoula, Montana 59806  
Toll-Free Customer Service Telephone - (800) 823-4664

B. COMPANY Customer Service Personnel will respond either in person or via telephone as soon as possible but no later than 24 hours from receipt of inquiry.

C. Any unresolved disputes may be directed to the attention of: The Public Utilities Commission of Ohio, 180 E. Broad St., Columbus, Ohio 43215-3793, or call 614-466-3292. In Ohio call toll free: 1-800-686-PUCO (7826).

D. In the event of a dispute concerning an invoice, the customer must pay a sum equal to the amount of the undisputed portion of the bill and notify the Company of the disputed portion.

**18. NOTICES**

A. Consistent with the notice requirements in Paragraph 10.B of this Section, any notice COMPANY may give to a customer may be given orally either to the customer or his/her authorized representative, or by written notice mailed to the customer's billing address or to any such address as may be subsequently given by the customer to COMPANY.

B. Unless otherwise provided by these rules, any notice from any customer may be given to COMPANY orally by the customer, or any authorized representative, at COMPANY's business offices, or by written notice mailed to the address given in paragraph 17.A. of this Section.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**19. PAYMENT AND BILLING**

A. Service is provided and billed on a Monthly (30-day) basis unless certain conditions apply as cited in paragraphs 1.E. and 4.A. of this Section. Service continues to be provided until canceled by the customer or COMPANY pursuant to paragraphs 9. and 10. of this Section.

B. The customer is responsible for payment of all charges for services furnished to the customer or its authorized users. Non-recurring charges are payable when the service(s) for which they are specified have been performed. If an entity other than COMPANY, e.g., another carrier or supplier, imposes charges on COMPANY in addition to its own internal costs, in connection with a service for which a COMPANY non-recurring charge is specified, those charges will be passed on to the customer. Usage charges are billed after each usage cycle, on not less than a monthly basis based on billing cycles designated by COMPANY, unless certain conditions apply as cited in paragraphs 1.E. and 4.A. of this Section.

C. A customer of COMPANY 800 Inbound Service is responsible for payment for all calls placed on or via the customer's 800 Inbound Service number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of the customer's service or customer-provided systems, equipment, facilities or services interconnected to the customer's 800 Inbound Service, which use, misuse or abuse may be occasional by third parties, including, without limitation, the customer's employees and members of the public who dial the customer's 800 Inbound Service by mistake or in an effort to illegally use the service.

D. The customer will be billed for and is liable for payment of all applicable Federal, State, County, Municipal and/or Local taxes which will be listed as separate line items and which are not included in the quoted rates.

E. ALL COMPANY bills are due and payable upon receipt and are considered past due thirty (30) days after issuance.

F. No deposits are required for services provided under this tariff unless COMPANY determines that a security deposit or advance payment is necessary pursuant to Section 20.

G. The customer is responsible for any and all charges for services not provided by COMPANY.

H. Calls that begin in one rate period and end in another will be billed in each rate period respectively, except for international calls, which calls are billed at the rate applicable to the originating time period.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100



**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**19. PAYMENT AND BILLING (Cont'd)**

I. A late payment finance charge of 1.5% will be assessed on all bills not paid within thirty (30) days of the date on the billing statement. This finance charge shall appear on all subsequent statements and accrue accordingly until paid in full.

J. While charges set forth herein for installation work contemplate installations in normal locations under normal conditions, installations to be made under other circumstances may be subject to additional charges. For dedicated facilities, installation charges may vary depending upon the Local Exchange Company and the location of the customer. In any event, all installation charges, including Local Exchange Company charges to be passed through to the customer, will be established and itemized in writing, acknowledge and authorized by customer signature prior to installation. The customer may verify and all pass through LEC facility charges by contracting respective Local Exchange Company. As outlined in paragraph twenty-one (21) of this Section, COMPANY will pass actual LEC facility charges through to the customer.

K. One (1) copy of each monthly billing will be supplied to each customer without charge. An additional copy will also be supplied upon the customer's request without charge if the additional copy is mailed by COMPANY in the same envelope with the original bill. Upon customer's request, COMPANY will also mail copies of its bill to one or more additional addresses at a charge of \$5.00 per bill per month.

L. If a customer whose account has been closed has a credit balance showing due to overpayment, COMPANY will transfer the credit to another account of the customer, if there is one. If not, COMPANY will mail a check for the balance to the customer if it believes it has a valid address. If COMPANY is not certain it has a valid address, it will either include a notice with the final invoice, which will be mailed to the customer's last known address, asking the customer to verify the address so that a refund can be processed; or, it will contact the customer at the address and request verification. Such verifications can be made by calling a designated telephone number or by writing to a specified address. Upon receiving verification, a check for the balance will be mailed. If the final invoice or notification letter is returned by the post office as undeliverable, or if no response is received within thirty (30) days of mailing, COMPANY will begin a closed account maintenance charge of \$2.50 per month in the second monthly billing period following the month in which the account was closed. COMPANY will continue to apply that charge until the customer requests a refund or the balance is exhausted.

M. A charge of \$15.00 per item will be applied to any check returned for insufficient funds, no signature, account closed or if payment is stopped.

N. The name(s) of the customer(s) desiring to use the service must be set forth in the application for service or the Service Agreement.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**20. SECURITY DEPOSIT/ADVANCE PAYMENT**

A. Security Deposit. Applicants for service or existing customers whose financial condition is not acceptable to COMPANY, or is not a matter of general knowledge, may be required at any time to provide COMPANY a security deposit, in cash or equivalent of cash, up to any amount equal to the applicable installation charges, if any, and/or up to two (2) months' actual or estimated usage charges for the service to be provided. If actual usage data is available for the customer at the same or similar premises, the deposit amount shall be calculated using the customer's average bill for the most recent twelve (12) month period. If actual usage data is not available, the deposit amount shall be based on the average bills of similar customers and premises in the system. In no event, however, will a deposit exceed two (2) month's actual or estimated usage as calculated above. In all cases, applicants and existing customers shall be treated uniformly for the determination and application of deposits. If a customer fails to pay for service or equipment, the deposit will be applied to the outstanding balance.

B. Advance Payment. Applicants or customers required to provide a security deposit pursuant to paragraph 20.A. may also be required, at any time, whether before or after the commencement of service, to provide such other assurances of, or security for, the payment of COMPANY's charges for its services as COMPANY may deem necessary, including, without limitation, advance payments for service, third party guarantees of payment, pledges or other grants of security interests in the customer's assets, and similar arrangements. The required deposit or other security may be increased or decreased by COMPANY as seems appropriate in the light of changing conditions. In addition, COMPANY shall be entitled to require such payments in cash or the equivalent of cash.

C. Interest. In case of a cash deposit, simple interest at the rate of six percent (6%) annually will be paid for the period during which the deposit is held by COMPANY, unless a different rate has been established by the appropriate legal authority in the jurisdiction in which the COMPANY service is provided. At COMPANY's option, such deposit may be refunded to the customer's account at any time. In any event, deposits or remaining balance thereof will be returned upon termination of service.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

---

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 2  
Cancels and Replaces P.U.C.O. Tariff No. 1  
Original Page No. 32

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**21. TOLL FREE SERVICE**

A. A call begins when call termination is received by or passes through customer premises equipment. It is the customer's responsibility to pass appropriate answer supervision back to the COMPANY point of connection.

B. If a customer of COMPANY's Toll Free service is found to be non-compliant in passing back appropriate answer supervision, COMPANY reserves the right to suspend and/or deny service. COMPANY shall give the customer 3 days notice of intent to suspend or deny service due to such non-compliance.

C. The customer shall be liable for all costs and toll charges associated with their 800 service, including unauthorized calls associated with the use of 800 service obtained from COMPANY including, but not limited to, calls made using COMPANY's Toll Free service when such calls are in any way routed through the customer's location. Customers shall maintain sole responsibility for the security of 800 number(s) issued to them.

D. Nothing in this section, or in any other provision of this tariff, or in any marketing materials issued by the company, shall give any customers who have reserved 800 telephone numbers hereunder or customers who subscribe to and use COMPANY Toll Free services, or their transferees or assignees, any ownership interest or proprietary right in any particular 800 service telephone number.

E. Customers (including carrier customers) are prohibited from using any telephone numbers beginning with an 800 service code, or any other number advertised or widely understood to be toll free, in a manner that would result in; (a) the calling party or the subscriber originating line being assessed by any fee or charge virtue of completing the call; (b) the calling party being connected to a pay-per-call service; (c) the calling party being charged for information conveyed during the call unless the calling party has a pre-subscription or comparable arrangement; or (d) the calling party being called back collect for the provision of audio or data services, simultaneous voice conversation services, or products. The customer shall be afforded a period of no less than seven (7) days and no more than fourteen (14) days during which a violation may be brought into compliance. 800 service not in compliance with the above regulations at the expiration of such period may be terminated immediately.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

---

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 2  
Cancels and Replaces P.U.C.O. Tariff No. 1  
Original Page No. 33

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**21. TOLL FREE SERVICE (Cont'd)**

F. The customer must obtain an adequate number of access lines associated with COMPANY's Toll Free services to handle the customer's expected demand in order to prevent interference or impairment of this service or any other service provided by COMPANY taking into account (1) call volume; (2) average call duration; (3) time-of-day characteristics; and (4) peak calling periods. The company, without incurring any liability, may disconnect or refuse to furnish COMPANY's Toll Free services to any customer that fails to comply with these conditions. In case of disconnection, the customer will be notified at least five (5) days in advance of the disconnect. The customer will be responsible for all charges incurred as well as any access charges COMPANY may incur as a result of the customer's failure to comply within the above conditions.

G. A customer is responsible for all charges for use of the COMPANY network arising from calls placed to the Customer's COMPANY Toll Free service. An applicant for COMPANY 800 service may be required to supply the following when requesting service: an initial traffic forecast, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. A new tariff forecast shall be submitted quarterly after service is initiated. Customers of COMPANY Toll Free service may not use Automatic Number Identification (ANI), provided by COMPANY incidental to the furnishing of COMPANY Toll Free service, to invoice, either directly or indirectly, their customer in connection with their furnishing of other than common carrier services.

H. The new prefixes "888" and "877" for the purpose of this tariff, apply to all COMPANY's existing 800 services, rates, and rules and regulations that governs all COMPANY's 800 service.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

---

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 2  
Cancels and Replaces P.U.C.O. Tariff No. 1  
Original Page No. 34

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**22. ADMINISTRATION OF TOLL FREE NUMBERS**

A. COMPANY will accept a prospective customer's request for a particular COMPANY 800 service telephone number. Up to a total of ten (10) such numbers may be requested. COMPANY will accommodate each request to the extent possible. If a requested number(s) can be assigned to a prospective customer, COMPANY will so notify the customer and will reserve it for the customer's use for a 59-day period. If, at the end of the 59-day period, the prospective customer has not subscribed to COMPANY's 800 service using a reserved number(s), COMPANY in accordance with its procedures, may make the reserved number available for use by another customer.

B. In its capacity as Resp. Org., COMPANY will reserve, assign, activate or change, upon receipt of a verified request, 800 numbers for a customer or prospective and will administrator 800 numbers, in accordance with customary industry standards and practices, the terms of this tariff, and the effective procedures of the 800 Service Management System (SMS) database administration. Customers may request, reserve, or assign or activate 800 numbers on their own behalf, or a customer which resells COMPANY inbound transmission services may request, reserve, assign, or activate 800 numbers on behalf of a customer or prospective customer of such reseller. A customer who resells COMPANY inbound transmission services must provide to any customer or potential customer, upon reasonable request therefore, concerning the status of a particular 800 number or numbers in which the customer or potential customer has interest and, if applicable and available the identity of the Resp. Org.(s) for the 800 numbers. If an existing or prospective COMPANY customer decides not to utilize the reserved, assigned, or activated 800 number(s), the customer must notify COMPANY within 48 hours so that COMPANY may release the 800 number to the pool of numbers available for assignment in accordance with industry practice and standards.

C. 800 numbers are incidental to the inbound calling service with which they are associated and, as such, may not be sold, transferred or otherwise conveyed independent of inbound transmission service. The assignment of an 800 telephone number(s) for use with company-provided inbound transmission service confers on the customer no proprietary interest what so ever in the number(s) assigned. It shall be a violation of this tariff if the customer seeks to acquire, or does acquire, any 800 numbers associated with inbound service provided by the company for the primary purpose of selling, brokering, bartering, or releasing for a fee (or other consideration) to another party that 800 number, independent of the COMPANY service with which it is associated. In any instance in which the company learns that a customer or prospective customer is attempting to sell or otherwise transfer or assign an 800 number to another person, in violation of this tariff, COMPANY may immediately and without notice release the number from reserved status, or it may immediately upon written notice to the customer discontinue the furnishing of service via the 800 number. The COMPANY telephone number forfeited as a result of the impermissible or reassigned to the undertaking will not be reserved for the prospective customer or reassigned to the customer under any condition or circumstance by COMPANY.

D. Each 800 service telephone number must be placed in actual and substantial use by the customer.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

---

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**23. OPERATOR SERVICES – COMPANY OBLIGATIONS**

When COMPANY provides operator services to aggregators, it ensures via contract or tariff that:

- A. Aggregators comply with the obligations in Paragraph 24.; and
- B. All 0- or 911 emergency calls will be immediately defaulted to the originating LEC for proper handling.

**24. OPERATOR SERVICES – AGGREGATOR OBLIGATIONS**

A customer acquiring operator service from COMPANY, which, in the ordinary course of its operations, makes telephones service available to the public or to transient user of its premises for placing intrastate telephone calls, must:

- A. Post on or near the telephone instrument, in plain view of consumers; the name, address, and toll-free telephone number of the provider of operator services;
- B. Post a written disclosure that the rates for all operator-assisted calls are available on request, and that consumers have a right to obtain access to the intrastate common carrier of their choice; and may contact their preferred intrastate common carriers for on accessing that carrier's service using the telephone; and the name and address of the enforcement of the Common Carrier Bureau of the Federal Communications Commission, to which the consumer may direct complaints regarding operator services; ensure that each of its telephones presubscribed to a provider of operator services allows consumers to use "800" and "950" access code numbers or any other carrier identification code (10XXX) to obtain access to the provider of operator service desired by the consumer; and
- C. Ensure that no charge by such customer to the consumer for using an "800 or 950" access code number, or any other access code number, is greater than the amount the aggregator charges for calls placed using the customer's presubscribed provided of operator services.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**25. OPERATOR SERVICES - BILLING ARRANGEMENTS**

**A. Collect, Calling Card, and Charge Third Party Calls**

Charges for calls of this type will be included on the user's or called or third party's regular home or business telephone bill pursuant to billing and collection agreements established by COMPANY or its intermediary with the applicable telephone company.

**B. Credit Card Calls**

Charges for credit card calls will be included on the user's regular monthly statement from the card-issuing company.

**C. Room Charge Calls**

When requested by the user, and authorized by the subscriber, the charges may be provided for inclusion on the hotel or motel bill of the user. In such cases, COMPANY will provide a record of the call detail and charges to the hotel or motel for such billing purposes.

**D. Validation of Credit**

COMPANY reserves the right to validate the credit worthiness of users through available credit card, calling card, call number, third party telephone number and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or COMPANY may refuse to place the call.

**E. Contested Charges**

For consideration of any disputed charge, a user must submit in writing to COMPANY, within 30 days of the date the bill is issued, the call details and the bases for any requested adjustment. COMPANY will promptly investigate and advise the user as to its findings and disposition. Any undisputed charges must be paid on a timely basis.

**F. Billing Entity Condition**

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

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

---

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 2  
Cancels and Replaces P.U.C.O. Tariff No. 1  
Original Page No. 37

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**26. DIRECTORY ASSISTANCE**

A. Domestic directory assistance is available for all services. The directory assistance charge will be applied to each call for as to any telephone number in the United States, Puerto Rico, and the U.S. Virgin Islands. The Directory Assistance charge applies to each call regardless of whether the requested Directory Assistance telephone number is furnished. In addition, Directory Assistance calls will not count toward, nor be calculated as part of, the customer's service volume discounts unless otherwise indicated. Directory Assistance customers calls may be placed with the assistance of an operator, and they may be billed to commercial credit cards.

B. A credit allowance will be given or the charge that would otherwise apply will be waived when:

(1). The customer experiences poor transmission or is cut-off during the call to Directory Assistance.

(2). The customer is given an incorrect telephone number by the Directory Assistance operator.

(3). The customer has inadvertently miss-dialed and has reached Directory Assistance for the wrong area code. To obtain such a credit/waiver, the customer must notify an COMPANY customer service representative within twenty-four (24) hours.

C. Customers who are pre-subscribed to COMPANY service and have been certified in writing to be unable to access or use a manual directory because of a visual or other physical impairment are eligible to receive a credit which will be applied against the per-call charge and any applicable operator-assistance surcharges specified in this tariff for domestic Directory Assistance calls made by dialing Area Code + 555-1212. This certification must be made by a licensed physician, optometrist, appropriate federal or state agency, or appropriate approved private agency.

The written certification of visual or other physical impairment must be provided to an COMPANY Customer Service Center, or, at COMPANY's election, proof of certification, as defined above, may be provided to, and maintained on file with, the Customer's Local Exchange Carrier.

Credits may be used by: (i) the visually or otherwise physically impaired customer; (ii) an organization established specifically for the purpose of assisting the visually or otherwise physically impaired; or, (iii) a business where all owner(s) and/or employees of the business on the premises at which a call originates have been certified as visually or otherwise physically impaired. Credits will apply only to Directory Assistance calls made by dialing Area Code + 555-1212, that originate from and are billed to the telephone number of the certified visually or otherwise physically impaired person or organization. Only one telephone number per location is entitled to this credit. A maximum of fifty Directory Assistance calls, including operator-assistance surcharges, per monthly billing period will be eligible for the credit.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

---



**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

27. **ROUNDING METHODS**

A. **Term Definitions:**

(1). **Charge Element Rounding:** The rounding of seconds for the initial and incremental periods of one call.

(2). **Call Rounding:** The rounding of cents for the initial and incremental periods of one call.

B. **Rounding methods for computing charges:**

(1). **Bulk Rounding:** Bulk rounding method rounds to the nearest fraction of a number, and retains those fractions from call to call until a whole number is accumulated, then that number is added to whatever call is hit when the (call) fractions total one (whole) number.

(2). **Rounding Up:** Rounding up method rounds the second digit to the right of the decimal point up one value if the value of the third digit to the right of the decimal point is greater than zero.

(3). **Standard Rounding:** Standard rounding determines if the third digit to the right of the decimal point is greater than 5, then the number will be rounded up; if the number is less than 5, no rounding will occur.

C. **Rounding Applications:**

(1). All charge elements for new products will be rounded up; all initial seconds and increments will be rounded using the Rounding Up method.

(2). All call rounding will be as follows:

Intrastate Usage	Bulk Rounding
Directory Assistance	Standard Rounding

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

---

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 2  
Cancels and Replaces P.U.C.O. Tariff No. 1  
Original Page No. 39

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

28. **THIRD PARTY MARKETING PROMOTION**

A. The Company may from time to time enter into agreements with third parties to market COMPANY services. Subsequent to entering into such agreements, COMPANY may pay commissions to the third party marketing entity for qualifying monthly usage revenues generated by COMPANY customers to whom the third party has marketed COMPANY service(s). The actual level of commissions to be paid will be dependent on the nature and extent of activities engaged in by the third party on COMPANY's behalf including, without limitation, initial sales efforts, order coordination and processing, customer service, service problem determination and resolution, billing coordination, billing dispute resolution, and collection or guarantee of collection of the amounts billed to COMPANY customers enrolled by the third party. The commission payments may be remitted by the third party, in whole or in part, and in its sole discretion, to customers to whom it has marketed COMPANY service(s).

B. Within a Third Party Marketing Promotion, COMPANY may waive its portion of installation charges on voice and data basic digital service and switched long distance services for all customers enrolled by a third party.

29. **DEDICATED SERVICE**

A. Upon request and signing up for one of COMPANY's dedicated access line services (DAL), the DAL customer will have the option of utilizing one of COMPANY's switched services until such time as the Customer's DAL service is installed and made available.

B. COMPANY will then credit the customer the difference between the switched product rates and the applicable DAL rates after the DAL service is installed and billing. The credit would only be for the period beginning with the first date the customer is willing to accept installation of the DAL and the actual date the DAL is installed. The credit will be given on the customer's second month's DAL bill received from COMPANY.

30. **INFORMATION PROVIDER DATA**

A Service Bureau shall promptly furnish to COMPANY, and keep current on a continuing basis, the name, address and customer service telephone number(s) of the Providers to whom it provides service. Where an Provider directly subscribes to COMPANY's service, it shall promptly furnish to COMPANY, and keep current on a continuing basis, its name, address and customer service telephone number(s).

31. **LINE SEIZURE**

No provider of pay-per-call services subscribing to COMPANY's service under this tariff shall use automatic dialing devices which deliver a recorded message to the called party unless the device releases that called party's telephone line promptly but in no event longer than current industry standards.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

---

---

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 2  
Cancels and Replaces P.U.C.O. Tariff No. 1  
Original Page No. 40

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

32. **ANSWER SUPERVISION**

Answer supervision must be provided when an COMPANY service offering is connected to switching equipment or a customer-provided communications system. The equipment or system must provide answer supervision so that the measure of chargeable time begins upon the delivery of the customer COMPANY call to the switching equipment or to the equipment connected to the communications system and ends upon termination of the call by the calling party. If a customer's communications system fails to promptly return to COMPANY an idle (on-hook) state upon completion of the call, the customer will be held responsible for all charges that result up until the time the customer's communication system signals COMPANY's network that the call has been terminated or until such a time that COMPANY's own system terminates the call.

33. **RESTRICTIONS**

Providers of pay-per-call services subscribing to COMPANY transmission services, including 900 service, must comply with all requirements of: (a) Titles II and III of the Telephone Disclosure and Dispute Resolution Act (Pub. L. No. 102-556) (TDDRA); and all requirements of: (b) the regulations prescribed by the Federal Communication Commission and the Federal Trade Commission pursuant to those Titles. The company shall terminate programs, which utilize 900 service if the programs are not in compliance, following written notice to the provider. The provider shall be afforded a period of no less than seven (7) days and no more than fourteen (14) days during which a program may be brought into compliance. Programs not in compliance at the expiration of such period shall be terminated immediately.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

---

**SECTION 2 - RULES AND REGULATIONS (Cont'd)****34. SPECIAL ACCESS SURCHARGE**

A. A monthly special access surcharge, required by the Local Exchange Carrier (LEC), applies to each local channel termination associated with Channel Service and Foreign Exchange Service Capability. This monthly surcharge is applicable when the local channel is connected to a PBX or equivalent device, which is capable of interconnecting the Channel Service or Foreign Exchange Service Capability with local exchange service. When analog or digital high capacity facilities interconnect with the local exchange network, the special access surcharge is applied on a per voice grade equivalent circuit basis as shown in the following example:

<u>Basic digital Facility</u>	<u>Voice Grade Equivalent</u>	<u>Monthly Surcharge</u>
Circuits	X \$25	Per Circuit
Group	12 X \$25 =	\$300.00
DSI	24 X \$25 =	\$600.00

B. The special access surcharge applies on each local channel termination installed whether the interconnection capability exists in the customer's premise equipment or in a Centrex CO type switch.

C. The customer may be exempt from the monthly special access surcharge if:

(1). The customer certifies in writing that the local channel terminates in a device not capable of interconnecting the service with the local exchange network; or

(2). The customer certifies that the local channel termination, by nature of its operating characteristics, could not make use of LEC common lines; or

(3). The customer certifies that the local channel is connected to a LEC's switched access service that is subject to carrier common line charges.

D. The certification will be in the form of a written notification to the Company. The notification may be provided:

(1). At the time the service is ordered; or

(2). At such time as the service is re-terminated to a device not capable of interconnecting to the local exchange network; or

(3). At such time as the local channel becomes associated with a switched access service that is subject to carrier common line charges.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

34. **SPECIAL ACCESS SURCHARGE (Cont'd)**

E. If a written certification is not received at the time an order for new service is placed, the special access surcharge will be applied. COMPANY will cease billing the special access surcharge and the exempt status will become effective on the date certification is received by COMPANY on services in place. If the status of the basic digital facility was charged prior to the receipt of the exemption certification, COMPANY will credit the customer's account, not to exceed ninety (90) days, based on the effective date of the change specified by the customer in the letter of certification.

35. **GROSS RECEIPTS TAX**

A surcharge will be imposed on all charges for outbound service originating at, or inbound service terminating at, addresses in states which levy, or assert a claim of right to levy, a gross receipts tax on COMPANY's operations in any such state, or a tax on interstate access charges incurred by COMPANY for originating access to telephone exchanges in that state. This surcharge is based on the particular state's receipts tax and other states receipts taxes imposed directly or indirectly upon COMPANY by virtue of and measured by the gross receipts or revenues in that state and /or payment of interstate access charges in that state. The surcharges will be shown as a separate line item on the customer's invoice.

36. **TELECOMMUNICATIONS SERVICE PRIORITY PROVISIONING AND RESTORATION OF SERVICE**

The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the prioritization for such activities.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**37. TOLL-FREE SERVICE ASSURANCE GUARANTEE**

A. If a Toll-Free line provided by COMPANY to the Customer is subject to a Service Disruption, COMPANY will, within 15 minutes of the exact time of completion of the Confirmation Process, reroute traffic from the Affected Toll-Free Line to any working number: (i) terminating in forty-eight (48) contiguous United States Domestic U.S.); and, (ii) which is provided by COMPANY to the Customer. If COMPANY fails to reroute such traffic within fifteen (15) minutes after completion of the Confirmation Process (A Toll-Free Line Outage), COMPANY will credit to the Customer's account an amount equivalent to the lesser of: (i) one hundred percent (100%) of the usage for the Affected Toll-Free Line for the entire month in which the Toll-Free Line Outage occurred; or, (ii) one hundred ten percent (110%) of the usage for the Affected Toll-Free Line in the month prior to the month in which the Toll-Free Line Outage occurs.

(1). Service Disruption is defined as a degradation in the performance of a toll-free line provided by COMPANY to the Customer (Affected Toll-Free Line) which completely disallows COMPANY from terminating calls to such Affected Toll-Free Line.

(2). The Confirmation Process is defined as (i) the Customer's telephonic notification to an COMPANY Customer Service Representative of a Service Disruption and the furnishing by the Customer of certain information (including the Customer's name and address, the Customer's COMPANY account number and the Affected Toll-Free Line, the service subscribed to by the Customer and the approximate time the Service Disruption began; and, (iii) acknowledgment from such COMPANY Customer Service Representative that traffic to the Affected Toll-Free Line will, in accordance with the terms of this Guarantee, be rerouted within 15 minutes of the conclusion of the Customer's telephone call to COMPANY.

(3). The credit will be applied within sixty (60) days of the Service Disruption. The credit will be calculated based on all calls to the Affected Toll-Free Line(s) and applied to the Customer's interstate usage.

(4). COMPANY is guaranteeing only that calls will be rerouted within 15 minutes upon completion of the Confirmation Process, not that service will be restored to the main location in that timeframe. COMPANY's only obligation under this Guarantee is to issue the appropriate credit as described above.

(5). A maximum of five (5) affected toll free numbers per Customer, per occurrence will be covered under this Guarantee.

(6). The customer is required to designate and provide to COMPANY a working telephone number with enough capacity to handle the rerouted traffic. COMPANY will not be responsible or liable for uncompleted calls due to problems with the working telephone number or insufficient capacity or number of lines at the working telephone number designated by the Customer.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

37. **TOLL-FREE SERVICE ASSURANCE GUARANTEE (Cont'd)**

(7). The Toll-Free Service Assurance Guarantee shall not apply for the following:

(a). a Service Disruption is caused by the negligence, errors, or omission of the affected Customer or others authorized by the Customer to use the Customer's service;

(b). a Service Disruption is caused due to the failure or malfunction of any power, equipment, service, or systems not provided directly by COMPANY;

(c). a Service Disruption occurs during any period in which COMPANY or its agents are not afforded access to the premises where access lines associated with the Affected Toll-Free Line is terminated; provided, however, that such access is needed to prevent Service Disruption;

(d). a Service Disruption occurs during any period when the Customer has released the service to COMPANY for maintenance or rearrangement purposes, or for the installation or de-installation of a Customer order;

(e). a Service Disruption occurs during a period when the Customer elects not to release the service(s) for testing and/or repair and continues to use it on an impaired basis;

(f). a Service Disruption occurs due to network busy conditions;

(g). a Service Disruption non immediately/promptly reported to COMPANY;

(h). a Service Disruption is caused by the failure of an underlying local exchange carrier or third party carrier of local, switched and/or dedicated service that COMPANY relies on to provide service to the Customer;

(i). a Service Disruption is caused by the failure of the National SMS 800 database and/or system;

(j). COMPANY is not the Responsible Organization (Resp Org) for the Affected Toll-Free Line;

(k). The on-line portion in a Multi-carrier situation;

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**37. TOLL-FREE SERVICE ASSURANCE GUARANTEE (Cont'd)**

(l). The Customer is utilizing COMPANY's Toll-Free Verified and Non-verified PAC, GeoRouting, or Menu Routing services;

(m). a Service Disruption caused by the Customer's use of COMPANY services in any unauthorized or unlawful manner; and/or,

(n). a Service Disruption is caused by or resulting from a *force majeure* event beyond the reasonable control of COMPANY including, but not limited to, an act of God, government regulations, or national emergency.

**38. CUSTOMER SATISFACTION GUARANTEE**

Customers who have entered into a term agreement for COMPANY service may terminate their agreement with COMPANY prior to the expiration of the term without liability for early termination charges (except as set forth herein) if COMPANY fails to provide billing and/or transmission services in accordance with industry standards within thirty (30) days after receipt of written notification from the customer specifying that an COMPANY billing and/or transmission service deficiency exists and issuance of an COMPANY trouble ticket. If the Customer terminates a term agreement because COMPANY is unable to cure an COMPANY billing and/or transmission service deficiency within thirty (30) days of receipt of the Customer's written notice and issuance of a trouble ticket, the customer will be entitled to receive:

A. A prorated portion of any tariffed discounts and/or credits that the customer would have been entitled to receive based on the portion of the term that has expired; and

B. Reimbursement for actual and applicable installation costs associated with switching it back to its previous long distance carrier. COMPANY will credit Customers utilizing switched access services an amount equal to the applicable Primary Interexchange Carrier (PIC) change charge actually incurred and paid by the Customer up to a maximum of \$10.00 per line. COMPANY will credit Customers utilizing dedicated access services an amount equal to the applicable installation charges actually incurred and paid by the Customer up to a maximum of \$200.00 per DS-0 line and a limit of 100 DS-0 lines. In order to qualify for this offering, the Customer must, within sixty (60) days of sending written notice of termination to COMPANY, submit invoices documenting the actual installation charges for which it seeks a credit.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100



---

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 2  
Cancels and Replaces P.U.C.O. Tariff No. 1  
Original Page No. 46

**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

38. **CUSTOMER SATISFACTION GUARANTEE (Cont'd)**

In order to qualify for this guarantee, the Customer must notify COMPANY in writing of its intent to cancel its COMPANY service thirty (30) days prior to the requested termination date. Written notification must be sent to:

Touch America, Inc.  
Attention: Cancellation Notification  
1903 South Russell St.  
P.O. Box 5207  
Missoula, Montana 59806

Note: This guarantee excludes international frame relay and international private line services.

39. **MINIMUM USAGE COMMITMENT**

A. Where specifically allowed in the tariff, for those COMPANY services which provide a discount based upon the customer's commitment to use a minimum amount of COMPANY services per month, COMPANY will count the customer's total use of COMPANY services, except charges that have been specifically excluded under this tariff, in determining whether the customer satisfies the minimum usage requirement.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

---

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 2  
Cancels and Replaces P.U.C.O. Tariff No. 1  
Original Page No. 47

SECTION 3 - SERVICE DESCRIPTIONS, RATES AND CHARGES

1. AUDIO TELECONFERENCING

A. General Description: Audio Teleconferencing permits three (3) or more customers located within the State to be connected. COMPANY offers its customers the following four (4) Audio Teleconferencing services:

1. Operator Assisted Conferencing Calling\*\*
2. 800 Meet Me\*\*
3. Local Meet Me\*\*
4. Business Anywhere Conferencing \*\*\*

B. Billing Increments: All audio teleconferencing is billed in full minute increments.

C. Rates:

- (1). Operator Assisted Conferencing Calling ("OACC")\*\*  
Bridging Cost\*, per bridged minute \$0.43
- (2). 800 Meet Me Conferencing\*\*  
Bridging Cost\*, per bridged minute \$0.44
- (3). Local Meet Me Conferencing\*\*  
Bridging Cost\*, per bridged minute \$0.28
- (4). Business Anywhere Conferencing\*\*\*  
NOTE: New Customer Discount and Volume discounts Do Not Apply  
Bridging Cost\*, per bridged minute \$0.25

\* The Bridging Cost includes the rate associated with the long distance call.

\*\* This service is no longer available to new customers. This service is offered on a grandfathered basis to existing customers.

\*\*\* Business Anywhere Conferencing is available to all customers who purchase and maintain on their account Touch America dedicated voice service or data products.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 2  
Cancels and Replaces P.U.C.O. Tariff No. 1  
Original Page No. 48

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

1. **AUDIO TELECONFERENCING (Cont'd)\***

D. **Volume Discount:** Discount is based on total Audio Conferencing charges.

**Discount**

<b>Total Monthly Usage Charges</b>	<b>Percent Discount</b>
\$0.00 - \$500	0%
\$500.01 - \$1,000	4%
\$1,000.01 - \$2,500	8%
\$2,500.01 - \$5,000	12%
\$5,000.01 - \$10,000	16%
\$10,000.01 - \$15,000	18%
\$15,000.01 - \$20,000	20%
\$20,000.01 - \$25,000	22%
\$25,000.01 - +	24%

E. **New Customer Discount:** New Customers who have never used COMPANY'S Audio Teleconferencing service will receive a fifty (50) percent discount off of their first thirty (30) days of usage.

\* See limitations on availability on Original Page No. 47.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

**2. ENHANCED TOLL FREE INBOUND FEATURES\***

A. General Description: Enhanced Toll Free Inbound Features are selected add on enhancements to all of COMPANY's commercial 800 Services. The following enhancements are available:

(1). Time of Day Routing: Customer can accept incoming calls on alternate numbers based on time-of-day.

(2). Day of Week Routing: Customer can accept incoming calls on alternate numbers based on day of week.

(3). Holiday Routing: Customer can accept incoming calls on alternate numbers based on holiday.

(4). Direct Terminal Overflow: Customer can forward incoming calls to predesignated local number if busy; (DAL customers only).

(5). Tailored Call Coverage: Customer can block calls from one 800 origination. Calls may be blocked by area code, area code/exchange, LATA, state, or 10 digit ANI.

(6). Dialed Number Identification: Customer can identify dialed number; (DAL customers only).

(7). % Allocation Routing: Routes calls placed on an 800 number up to 8 different terminating locations based on whole number percentages that add up to 100%.

(8). Alternative Routing: Customer can Activate Alternate Routing Plan.

(9). Real Time ANI: Allows dedicated access customers to receive the ANI of the calling party if the call originates from an equal access end office.

(10). Account Codes: Allows the customer to track usage of its 800 number back to specified user codes and/or to limit use of its 800 number to only those dialing authorized codes. Requires that additional digits be dialed after the regular 10-digit 800-number is dialed. Two types are available: verified and non-verified. With both types of codes, calls cannot be completed without entry of the specified codes. In addition, with the verified codes, calls are not completed until codes are verified for accuracy. As an option, Call Detail can be sorted by either verified or non-verified codes.

\* Enhanced Toll Free services are available to all customers who purchase and maintain on their account Touch America dedicated voice service. This service is no longer available to new customers on a stand-alone basis. This service is offered on a grandfathered basis to existing customers.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

---

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 2  
Cancels and Replaces P.U.C.O. Tariff No. 1  
Original Page No. 50

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

2. **ENHANCED TOLL FREE INBOUND FEATURES (Cont'd)\***

(11). Geographical Routing: Allows the customer to arrange for calls to a single 800 service telephone number placed from different groups of originating locations to terminate to different locations. Originating locations may be identified using the NPA or by NPA/NXX\*.

(12). 800 Directory Publication: Allows customers to publish their 800 number(s) in AT&T's 800 directory.

B. Availability: Enhanced Toll Free Features are available individually or in any combination for both existing and new commercial customers.

\* Enhanced Toll Free services are available to all customers who purchase and maintain on their account Touch America dedicated voice service. This service is no longer available to new customers on a stand-alone basis. This service is offered on a grandfathered basis to existing customers.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

---

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 2  
Cancels and Replaces P.U.C.O. Tariff No. 1  
Original Page No. 51

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

**2. ENHANCED TOLL FREE INBOUND FEATURES (Cont'd)\***

FEATURE	MRC	NRC	CHANGE	SURCHARGE
Extended Call Coverage	\$0.00	\$0.00	\$0.00	N/A
Industry Toll-free Directory	\$25.00 per toll-free number	\$25.00 per toll-free# for standard request, \$35.00 per toll-free# for expedited request	\$25.00 per toll-free number	N/A
Inbound Project Account Codes (PAC) switched and dedicated	\$15.00 per toll free number	\$15.00 per toll free number	\$15.00 per toll free number	N/A
Time of Day Routing	\$50.00 per toll free number	\$50.00 per toll free number	\$50.00 per toll free number	N/A
Day of Week Routing	\$50.00 per toll free number	\$50.00 per toll free number	\$50.00 per toll free number	N/A
Holiday Routing (Day of Year)	\$0.00	\$50.00 per toll free number	\$50.00 per toll free number	N/A
Percent Allocation Routing	\$50.00 per toll free number	\$50.00 per toll free number	\$50.00 per toll free number	N/A
Alternate Call Routing	\$50.00 per toll free number	\$50.00 per toll free number	\$50.00 per toll free number	N/A
Geographic Routing	\$50.00 per toll free number	\$50.00 per toll free number	\$50.00 per toll free number	\$0.0005 per MINUTE
Direct Termination Overflow (DTO)	\$50.00 per trunk group	\$50.00 per trunk group	\$50.00 per trunk group	N/A
Tailored Call Coverage	\$0.00	\$50.00 per toll free number	\$50.00 per toll free number	N/A
Dialed Number Identification Service (DNIS)	\$0.00	\$350.00 per trunk group	\$50.00 per service order	N/A
Real Time ANI	\$0.00	\$350.00 per trunk group	\$50.00 per service order	N/A

\* Enhanced Toll Free services are available to all customers who purchase and maintain on their account Touch America dedicated voice service. This service is no longer available to new customers on a stand-alone basis. This service is offered on a grandfathered basis to existing customers.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

**3. TRUE RATE\***

A. General Description: True Rate is a small business switched long distance service offering consisting of 1+ outbound, toll free inbound, and calling card services. The service has flat rates that are not associated with term or volume commitments. This service offering works well with both single locations and multiple location small businesses.

B. Billing/Rounding: Switched inbound and switched outbound rates are quoted in full minutes. Call rounding is six (6) second increments.

(1). Calling Card Billing: The Calling Card is billed in full minute increments.

C. Time Periods: Rates are for all time periods.

D. Terms and Agreements: True Rate is available in a month-to-month (MTM) term plan.

E. Renewals: Upon expiration of the initial term and subsequent renewal term(s), the Customer's Agreement will automatically renew for a like period, unless either party notifies the other in writing of its intention not to renew 30 days before the end of the agreed term. The automatic renewal will be for the same length and at the current tariffed rates in effect at the time of such renewal associated with the term and volume of the original Agreement.

F. Product Rates and Charges:

(1). TA True Rate Outbound and Inbound Usage Rates:

Term	Rate
MTM	\$0.075

(a). Payphone Use Charge: Payphone use charge applies to Toll-Free Inbound calls originating from payphones.

Payphone Use Charge	\$0.30
---------------------	--------

(b). True Rate Enhanced Toll Free Features: True Rate offers enhanced toll free features for all True Rate Customers. See Section 3, paragraph 2 for details.

\* True Rate is available to all customers who purchase and maintain on their account Touch America dedicated voice service or data products. This service is no longer available to new customers. This service is offered on a grandfathered basis to existing customers.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

---

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 2  
Cancels and Replaces P.U.C.O. Tariff No. 1  
Original Page No. 53

**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES Cont'd)**

3. TRUE RATE (cont'd)\*

Enhanced Toll Free services monthly recurring and non recurring charges  
are waived for all Customers.

(2). True Rate Calling Card:

All time periods	\$0.20
Payphone Use Charge	\$0.30

\* True Rate service is available to all customers who purchase and maintain on their account Touch America dedicated voice service or data products. This service is no longer available to new customers. This service is offered on a grandfathered basis to existing customers.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

---



**SECTION 3 – SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)****4. HOME ANYWHERE\***

A. General Description: TA Home Anywhere is a switched plan of long distance services available to residential customers. The Home Anywhere Option plans include the following services: 1+ outbound, toll-free inbound, and calling card services.

B. Time Periods and Billing: All Home Anywhere Option plans are billed in full minute increments and the rates are available 24 hours a day, 7 days a week.

C. Services, Rates and Charges:

Home Anywhere Options	Service	Rate	Monthly Service Charge
Option 1	1+ Outbound	\$0.09	None
	Toll-Free Inbound	\$0.14	
	Calling Card	\$0.20	
Option 2	1+ Outbound	\$0.08	\$2.50
	Toll-Free Inbound	\$0.12	
	Calling Card	\$0.18	
Option 3	1+ Outbound	\$0.07	\$4.95
	Toll-Free Inbound	\$0.10	
	Calling Card	\$0.16	

D. Payphone Use Charge: Payphone use charge applies to Calling Card and Toll-Free Inbound calls originating from payphones:

Payphone Use Charge	\$0.30
---------------------	--------

E. Availability: The TA Home Anywhere is available to all residential customers.

\* This service is no longer available to new customers. This service is offered on a grandfathered basis to existing customers.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 2  
Cancels and Replaces P.U.C.O. Tariff No. 1  
Original Page No. 55

**SECTION 3 -- SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

**5. TA CASUAL CALLING\***

A. General Description: TA Casual Calling allows residential customers to complete a long distance call between any two points. Service is available on a full-time basis, twenty-four (24) hours a day, seven (7) days a week with no monthly fee.

B. Billing: Casual Calling is billed in full minute increments.

C. Rates:

<b>Weekday Rates</b>	<b>Weekend Rates</b>
\$0.25	\$0.07

D. Time Periods:

Weekday Rates: Monday 12:00 AM to Friday 11:59 PM

Weekend Rates: Saturday 12:00 AM to Sunday 11:59 PM

\* This service is no longer available to new customers. This service is offered on a grandfathered basis to existing customers.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 - SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

**6. BUSINESS ANYWHERE - SWITCHED\***

A. Service Description: Business Anywhere - Switched is a switched long distance offering of services available to business/commercial customers. The Business Anywhere - Switched plan includes the following services: 1+ outbound, toll-free inbound, and calling card services.

B. Minimum Usage Requirement: There is a minimum monthly Minute of Use (MOU) usage commitment per month (Monthly MOU Commitment) for all Customers. Monthly MOU Commitment consists of all switched and dedicated inbound and outbound services; intrastate, interstate and international minutes. Customer may contact COMPANY to request appropriate discount level if there is a change anytime during Customer's term. New rate is effective on Customer's next billing cycle and there are no credit adjustments granted for previous or current billing cycle. If Customer fails to meet Monthly MOU Commitment, COMPANY will adjust the Customer's next billing cycle to the appropriate discount level.

C. Billing/Rounding: Switched outbound and switched inbound rates are quoted in full minutes. Call rounding is six (6) second increments.

(1). Calling Card: The Calling Card is billed in full minute increments.

D. Time Periods: Rates are for all time periods.

E. Term and Agreements: Business Anywhere - Switched is available in month-to-month (MTM) or twelve (12) month term plans.

F. Renewals: Upon expiration of the initial term and subsequent renewal term(s), the Customer's Agreement will automatically renew for a like period, unless either party notifies the other in writing of its intention not to renew 30 days before the end of the agreed term. The automatic renewal will be for the same length and at the current tariffed rates in effect at the time of such renewal associated with the term and volume of the original Agreement.

G. Early Termination Charges: Customers who terminate their term prior to the expiration date will be responsible for the following charges, payable upon receipt:

(1). 1 Year Contract: Early termination charges for Customers who terminate service prior to expiration of their one (1) year term are calculated by taking the months remaining on the contract and multiplying by two-thousand dollars (\$2,000.00).

H. Guarantees: Business Anywhere - Switched Customers are eligible to receive the following guarantees:

\* Business Anywhere - Switched is available to all customers who purchase and maintain on their account Touch America dedicated voice service or data products. This service is no longer available to new customers. This service is offered on a grandfathered basis to existing customers.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

**SECTION 3 - SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

**6. BUSINESS ANYWHERE – SWITCHED\***

(1). **Customer Satisfaction Guarantee:** See Section 2, paragraph 38 for a detailed description of this guarantee.

(2). **Installation Guarantee:** COMPANY guarantees that it will install the Customer's Business Anywhere – Switched service, by the date promised to the Customer, or the Customer is entitled to receive a \$250 credit. This credit will be applied on the Customer's subsequent month's invoice.

(3). **Quarterly Account Review Guarantee:** COMPANY guarantee that the assigned COMPANY account team will review all new Business Anywhere – Switched Customer accounts on a quarterly basis for the entire length of the Customer's term commitment.

(4). **Service Outage Resolution Guarantee** - COMPANY guarantees that it will restore any service outages the Customer may incur on their end-to-end Business Anywhere - Switched service within four (4) hours or less or the Customer is entitled to receive a \$250 credit. This credit will be applied on the Customer's subsequent month's invoice. The Service Outage Resolution Guarantee shall not apply for the following reasons:

(i). Interruptions caused by the negligence of the Customer or others authorized by the customer to use the customer's service.

(ii). Interruptions due to failure of power, equipment, service, or systems not provided by COMPANY.

(iii). Interruptions during any period in which COMPANY or its agents are not afforded access to the premises where the access line is terminated.

(iv). During any period when the Customer elects not to release the service(s) for testing and/or repair and continues to use it on an impaired basis.

(v). Interruptions not immediately/promptly reported to COMPANY.

(vi). Interruptions during any period when the Customer or user has released service to COMPANY for maintenance or rearrangement purpose, or for the installation of a Customer service order.

(vii). *Force majeure* events beyond the reasonable control of COMPANY including, but not limited to, acts of God, government regulation, national emergency, failure of power, system failure, or service not supplied by COMPANY or the access provider.

(viii). Labor strikes.

\* Business Anywhere – Switched is available to all customers who purchase and maintain on their account Touch America dedicated voice service or data products. This service is no longer available to new customers. This service is offered on a grandfathered basis to existing customers.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 2  
Cancels and Replaces P.U.C.O. Tariff No. 1  
Original Page No. 58

**SECTION 3 - SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

**6. BUSINESS ANYWHERE – SWITCHED\***

**I. Products Rates and Charges:**

**(1). Business Anywhere – Switched Outbound Usage Rates:**

MOUs per Month	MTM	Term
0 – 999	0.081	0.081
1,000 - 9,999	0.081	0.077
10,000 - 49,999	0.077	0.073
50,000 - 99,999	0.073	0.069
100,000 - 199,999	0.073	0.069
200,000 - 399,999	0.069	0.066
400,000 +	0.069	0.066

**(2). Business Anywhere – Switched Inbound Usage Rates:**

MOUs per Month	MTM	Term
0 -- 999	0.095	0.095
1,000 - 9,999	0.095	0.090
10,000 - 49,999	0.090	0.086
50,000 - 99,999	0.086	0.081
100,000 - 199,999	0.086	0.081
200,000 - 399,999	0.081	0.078
400,000 +	0.081	0.078

(a). Payphone Use Charge: Payphone use charge applies to Toll-Free Inbound calls originating from payphones:

Payphone Use Charge	\$0.30
---------------------	--------

(b). Business Anywhere – Switched Enhanced Toll Free Features: Business Anywhere –Switched offers enhanced toll free features for all Business Anywhere – Switched Customers. See Section 3, paragraph 2 for details. Enhanced Toll Free services monthly recurring and non recurring charges are waived for all Customers.

\* Business Anywhere – Switched is available to all customers who purchase and maintain on their account Touch America dedicated voice service or data products. This service is no longer available to new customers. This service is offered on a grandfathered basis to existing customers.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

---

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 2  
Cancels and Replaces P.U.C.O. Tariff No. 1  
Original Page No. 59

**SECTION 3 - SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

6. **BUSINESS ANYWHERE – SWITCHED (Cont'd)\***

(3). Business Anywhere – Switched, Calling Card Service:

(a). Rate: \$0.20

(b). Payphone Use Charge: Payphone use charge applies to Toll-Free  
Inbound calls originating from payphones:

Payphone Use Charge	\$0.30
---------------------	--------

\* Business Anywhere – Switched is available to all customers who purchase and maintain on their account Touch America dedicated voice service or data products. This service is no longer available to new customers. This service is offered on a grandfathered basis to existing customers.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

---

---

TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 2  
Cancels and Replaces P.U.C.O. Tariff No. 1  
Original Page No. 60

**SECTION 3 - SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

**7. BUSINESS ANYWHERE - DEDICATED**

A. Service Description: Business Anywhere - Dedicated is a dedicated service plan available to commercial/business customers. The Business Anywhere - Dedicated plan includes the following services: Dedicated 1+ outbound, dedicated toll-free inbound, and calling card services.

B. Minimum Usage Requirement: There is a minimum Minute of Use (MOU) usage commitment per month (Monthly MOU Commitment) for all Customers. Monthly MOU Commitment consists of all switched and dedicated inbound and outbound services; intrastate, interstate and international minutes, where customer's intrastate minutes may not exceed 50% of total domestic minutes. Customer may contact COMPANY to request appropriate discount level if there is a change any time during Customer's term. New rate is effective on Customer's next billing cycle and there are no credit adjustments granted for previous or current billing cycle. If Customer fails to meet Monthly MOU Commitment, COMPANY will adjust the Customer's next billing cycle to the appropriate discount level.

C. Billing/Rounding: Dedicated outbound and dedicated inbound rates are quoted in full minutes. Call rounding is six (6) second increments.

(1). Calling Card: The Calling Card is billed in full minute increments.

D. Time Periods: Rates are for all time periods.

E. Term and Agreements: Business Anywhere – Dedicated is available in month-to-month (MTM) or twelve (12) month term plans.

F. Renewals: Upon expiration of the initial term and subsequent renewal term(s), the Customer's Agreement will automatically renew for a like period, unless either party notifies the other in writing of its intention not to renew 30 days before the end of the agreed term. The automatic renewal will be for the same length and at the current tariffed rates in effect at the time of such renewal associated with the term and volume of the original Agreement.

G. Early Termination Charges: Customers who terminate their term prior to the expiration date will be responsible for the following charges, payable upon receipt:

1 Year Contract: For each month that a customer bills zero usage, customer will be assessed a charge equal to two thousand dollars (\$2000.00)

H. Guarantees: Business Anywhere – Dedicated Customers are eligible to receive the following guarantees:

(1). Customer Satisfaction Guarantee: See Section 2, paragraph 38 for a detailed description of this guarantee.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

---

**SECTION 3 - SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

7. **BUSINESS ANYWHERE - DEDICATED (Cont'd)**

(2). **Installation Guarantee:** COMPANY guarantees that it will install the Customer's Business Anywhere – Dedicated service, by the date promised to the Customer, or the Customer is entitled to receive a \$500 credit. This credit will be applied on the Customer's subsequent month's invoice.

(3). **Quarterly Account Review Guarantee:** COMPANY guarantees that the assigned COMPANY account team will review all new Business Anywhere – Dedicated Customer accounts on a quarterly basis for the entire length of the Customer's term commitment.

(4). **Service Outage Resolution Guarantee** - COMPANY guarantees that it will restore any service outages the Customer may incur on their end-to-end Business Anywhere - Dedicated service within four (4) hours or less or the Customer is entitled to receive a \$500 credit. This credit will be applied on the Customer's subsequent month's invoice. The Service Outage Resolution Guarantee shall not apply for the following reasons:

(i). Interruptions caused by the negligence of the Customer or others authorized by the customer to use the customer's service.

(ii). Interruptions due to failure of power, equipment, service, or systems not provided by COMPANY.

(iii). Interruptions during any period in which COMPANY or its agents are not afforded access to the premises where the access line is terminated.

(iv). During any period when the Customer elects not to release the service(s) for testing and/or repair and continues to use it on an impaired basis.

(v). Interruptions not immediately/promptly reported to COMPANY.

(vi). Interruptions during any period when the Customer or user has released service to COMPANY for maintenance or rearrangement purpose, or for the installation of a Customer service order.

(vii). *Force majeure* events beyond the reasonable control of COMPANY including, but not limited to, acts of God, government regulation, national emergency, failure of power, system failure, or service not supplied by COMPANY or the access provider.

(viii). Labor strikes.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100



TOUCH AMERICA, INC.

P.U.C.O. Tariff No. 2  
Cancels and Replaces P.U.C.O. Tariff No. 1  
Original Page No. 62

**SECTION 3 - SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

7. **BUSINESS ANYWHERE - DEDICATED (Cont'd)**

I **Products Rates and Charges:**

(1). **Business Anywhere – Dedicated Outbound Usage Rates:**

MOUs per Month	MTM	Term
0 – 999	0.052	0.052
1,000 - 9,999	0.052	0.052
10,000 - 49,999	0.052	0.052
50,000 - 99,999	0.052	0.049
100,000 - 199,999	0.050	0.047
200,000 - 399,999	0.049	0.047
400,000 +	0.047	0.044

(2). **Business Anywhere – Dedicated Inbound Usage Rates:**

MOUs per Month	MTM	Term
0 -- 999	0.052	0.052
1,000 - 9,999	0.052	0.052
10,000 - 49,999	0.052	0.052
50,000 - 99,999	0.052	0.049
100,000 - 199,999	0.050	0.047
200,000 - 399,999	0.049	0.047
400,000 +	0.047	0.044

(a). **Payphone Use Charge:** Payphone use charge applies to Toll-Free Inbound calls originating from payphones:

Payphone Use Charge	\$0.30
---------------------	--------

(b). **Business Anywhere – Dedicated Enhanced Toll Free Features:** Business Anywhere –Switched offers enhanced toll free features for all Business Anywhere Customers. If the customer signs a MTM or term commitment, the customer is eligible to received selected features. See Section 3, paragraph 2 for details. Enhanced Toll Free services monthly recurring and non recurring charges are waived for all Customers.

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

TOUCH AMERICA, INC

P.U.C.O. Tariff No. 2  
Cancels and Replaces P.U.C.O. Tariff No. 1  
Original Page No. 63

**SECTION 3 - SERVICE DESCRIPTIONS, RATES AND CHARGES (Cont'd)**

7. **BUSINESS ANYWHERE - DEDICATED (Cont'd)**

(3). **Business Anywhere – Dedicated, Calling Card Service:**

(a). Rate: \$0.20

(b). **Payphone Use Charge:** Payphone use charge applies to Toll-Free  
Inbound calls originating from payphones:

Payphone Use Charge	\$0.30
---------------------	--------

F. **Directory Assistance:** The following interstate charge applies to Directory Assistance  
calls placed by Business Anywhere - Dedicated subscribers:

Directory Assistance	
Interstate	\$0.60 per minute

ISSUED: April 4, 2003

EFFECTIVE: April 4, 2003

CASE NO. 00-1481-CT-ACE

Michael J. Meldahl, President  
TOUCH AMERICA, INC.  
130 N. Main Street  
Butte, Montana 59701  
(406) 496-5100

---

**EXHIBIT C**

Customer Notices

---



February 6, 2003

XXXXXXXXXXXXX  
XXXXXXXXXXXXX  
XXXXXXXXXXXXX

Subject: Your Touch America Long Distance Account

Dear Customer:

In compliance with regulatory requirements, we are writing to notify you of changes to your long distance account resulting from a product consolidation intended to create uniformity between Touch America's interstate and intrastate service packages and rates. The changes identified below become effective in thirty (30) days. For more details regarding the proposed changes, please visit Touch America's interstate tariff posted online at [www.tamerica.com](http://www.tamerica.com)

Customers currently subscribed to the TA Confidence and TA Promise Plans will be consolidated and moved to the Business Anywhere – Switched and/or Business Anywhere – Dedicated Plans. Your existing services will not be affected by this transition and you will experience across the board reductions in your current in-state rates.

If you have any questions concerning any of these charges, please contact our Customer Care Department at the toll-free number shown on the first page of your invoice.

***WE APPRECIATE THE OPPORTUNITY TO SERVE YOU,  
OUR VALUED CUSTOMER!!***

---



February 6, 2003

XXXXXXXXXXXXX  
XXXXXXXXXXXXX  
XXXXXXXXXXXXX

Subject: Your Touch America Long Distance Account

Dear Customer:

In compliance with regulatory requirements, we are writing to notify you of changes to your long distance account resulting from a product consolidation intended to create uniformity between Touch America's interstate and intrastate service packages and rates. The changes identified below become effective in thirty (30) days. For more details regarding the proposed changes, please visit Touch America's interstate tariff posted online at [www.tamerica.com](http://www.tamerica.com)

Customers currently subscribed to the Millenium I Plan will be moved to the Home Anywhere Plan. Your service and rates are not affected by this change.

Customers currently subscribed to the Direct Optimum Plan will be moved to the TA Casual Calling Plan. TA Casual Calling is a simplified calling plan consisting of a lower weekend rates with increased weekday rates with no monthly usage commitments or fees.

If you have any questions concerning any of these charges, please contact our Customer Care Department at the toll-free number shown on the first page of your invoice.

***WE APPRECIATE THE OPPORTUNITY TO SERVE YOU,  
OUR VALUED CUSTOMER!!***

---