

TARIFF OF  
  
TTI NATIONAL, INC.

Idaho Public Utilities Commission  
Office of the Secretary  
**ACCEPTED FOR FILING**  
  
JUN 1 - 2006  
  
Boise, Idaho

**CHECK SHEET**

Pages 1 through 27.1 inclusive of this tariff are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Page</u>	<u>Revision</u>
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\* New or Revised Page

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Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

by:

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**TARIFF FORMAT**

- A. 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 pages 14 and 15 would be 14.1.
- B. 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 Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of the various suspension periods and deferrals the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the check sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.A
  - 2.1.1.A.1
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I
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  - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Sheets** - When a tariff filing is made with the Commission an updated check sheet accompanies the filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There shall be no other symbols used on this page if these are the only changes made to it. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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**SYMBOLS**

*Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:*

- (C) - To signify a changed regulation.*
- (D) - To signify a discontinued rate or regulation.*
- (I) - To signify an increase in rate or charge.*
- (M) - To signify material relocated from one page to another without change.*
- (N) - To signify a new rate or regulation.*
- (R) - To signify a reduced rate or change.*
- (S) - To signify a correction or reissued matter.*
- (T) - To signify a change in text but no change in rate or regulation.*

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**APPLICATION OF TARIFF**

*This tariff contains the regulations, rates and charges applicable to the provision of interexchange telecommunications services by TTI National, Inc. for the use of Customers transmitting messages within the State of Idaho, subject to the jurisdiction of the Idaho Public Utilities Commission ("Commission").*

*This tariff is on file with the Idaho Public Utilities Commission, located at 472 W. Washington Street, Boise, Idaho 83792. In addition, this tariff is available for review at the main office of TTI National, Inc., located at 515 East Amite Street, Jackson, MS 39201.*

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**SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS**

**Access Line** - A facility arrangement which connects Customer's location to Carrier's network switching center.

**Account Code** - A series of digits entered by Customer to associate a call with a particular department, cost center, or client. A non-verified Account Code shall be accepted if it contains the proper number of digits. A verified Account Code shall only be accepted if it can be matched with a number on the list of valid Account Codes provided by Customer.

**Authorization Code** - A numerical code, one or more of which are available to Customer to enable it to access Carrier's network, and which are used by Carrier both to prevent unauthorized access to its facilities and to identify Customer for billing purposes. Multiple authorization codes may be assigned to identify individual users on the account.

**Carrier** - TTI National, Inc.

**Commission** - The Idaho Public Utilities Commission

**Conversation Minutes** - For billing purposes calls are billed based on Conversation Minutes, which begin when the called party answers, as determined by answer supervision, and end when either party disconnects.

**Customer** - The company, individual, or other entity which orders or uses Service and is therefore responsible for the payment of charges due and for compliance with Carrier's tariff regulations.

**Day** - From 8:00 AM up to but not including 5:00 PM Monday through Friday.

**Non-Day** - All hours other than those included in the Day period, as indicated above.

**Off Peak** - The period of time during any given day that begins at 5:01 pm and ends at 7:59 am. This period is specified to categorize charges for communications usage.

**Peak** - The period of time during any given day that begins at 8:00 am and ends at 5:00 pm. This period is specified to categorize charges for communications usage.

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**SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS**

**POP** - *A point-of-presence of the underlying carrier within the state or LATA.*

**Service** - *Any or all service(s) provided by Carrier pursuant to this tariff.*

**Underlying Carrier** - *The carrier that furnishes switches and transmission facilities for the carriage of the customer services upon the order of TTI National, Inc.*

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**SECTION 2 - REGULATIONS****2.1 Undertaking of the Carrier**

- 2.1.1** *Service is furnished for telecommunications originating at specified points within the State of Idaho under the terms and conditions of this tariff.*
- 2.1.2** *Carrier shall install, operate, and maintain Service provided hereunder in accordance with the terms and conditions set forth in this tariff.*
- 2.1.3** *Carrier neither owns nor operates telecommunications facilities within the State of Idaho, but rather resells telecommunications services provided by other carriers. Notwithstanding the foregoing, Customer shall be considered a customer of Carrier, and not a customer of any other carrier.*
- 2.1.4** *Carrier may, when authorized by Customer, act as Customer's agent for ordering dedicated Access Lines or facilities provided by other carriers to allow connection of Customer's locations to the network of an underlying carrier. Customer shall be responsible for all charges due for such service arrangements.*
- 2.1.5** *Service is provided on a monthly basis unless ordered on a longer term basis, and is available twenty-four (24) hours per day, seven (7) days per week.*

**2.2 Limitations on Service**

- 2.2.1** *Service is offered subject to the availability of the necessary facilities and subject to the provisions of this tariff.*
- 2.2.2** *Carrier reserves the right to discontinue furnishing Service, or to limit the use of Service, when necessitated by conditions beyond its control, when Customer is using Service in violation of the law or in violation of the provisions of this tariff, or for non-payment by Customer.*

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**SECTION 2 - REGULATIONS (Continued)****2.2 Limitations on Service (Continued)**

**2.2.3** *Service provided under this tariff is directly controlled by Carrier, and Customer may not transfer or assign the use of Service, except with the prior written consent of Carrier. Such transfer or assignment shall only apply where there is no interruption in the use or location of Service, and all regulations and conditions contained in this tariff, as well as all conditions for Service, shall apply to all such permitted assignees or transferees.*

**2.2.4** *Service may not be used for any unlawful purpose.*

**2.3 Limitations on Liabilities**

**2.3.1** *Carrier's liability shall be limited to damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing Service, and not caused by mistakes or errors of Customer. No liability shall commence prior to activation of Service. In no event shall such liability exceed an amount equivalent to the proportionate charge to Customer for the period during which the aforementioned faults in transmission occur.*

**2.3.2** *Carrier shall not be liable for, and Customer indemnifies and holds Carrier harmless from, any and all losses, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by Customer or by any other party, for any personal injury to, or death of, any person or persons, for any loss, damage, defacement or destruction of the premises of Customer or any others, or for libel, slander, invasion of privacy, or infringement of copyrights or patents, or for any other causes, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use including, but not limited to, use in an explosive atmosphere of its Service or facilities, of the services, channels or equipment of others, provided that such occurrence is not the result of Carrier's negligence. No agents or employees of other carriers shall be deemed to be agents or employees of Carrier.*

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**SECTION 2 - REGULATIONS (Continued)****2.3 Limitations on Liabilities (Continued)**

**2.3.3** *Carrier shall not be liable for any damages, including usage charges, that Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of communications equipment includes, but is not limited to, the placement of calls from Customer's premises, and the placement of calls through Customer-controlled or Customer-provisioned equipment, that are transmitted over Carrier's network without the authorization of Customer. Customer shall be fully liable for all such usage charges.*

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

**2.4 Cancellation or Discontinuance of Service by Carrier**

*Without incurring any liability, Carrier may under the following conditions cancel Service prior to commencement or discontinue Service that is being furnished, provided that, unless otherwise stated, Customer shall be given fifteen (15) days written notice of such cancellation or discontinuance of Service.*

**2.4.1** *For noncompliance with or violation of any applicable State, municipal or Federal law, ordinance or regulation or noncompliance with or violation of any Commission regulation, provided that lesser notice may be required by order of such regulatory authorities.*

**2.4.2** *For Customer's refusal to provide reasonable access to Carrier or its agents for the purpose of inspection and maintenance of equipment owned by Carrier.*

**2.4.3** *For noncompliance with any of the provisions of this tariff governing Service.*

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**SECTION 2 - REGULATIONS (Continued)**

**2.4 Cancellation or Discontinuance of Service by Carrier (Continued)**

**2.4.4 For nonpayment of any sum due Carrier for more than thirty (30) days after delivery of an invoice to the custody of the U.S. Mail or other standard delivery service.**

**2.4.5 Without notice, in the event of Customer's use of equipment in such a manner as to adversely affect Carrier's equipment or Service to others.**

**2.4.6 Without notice, in the event of unauthorized or fraudulent use of Service. Whenever Service is discontinued for unauthorized use of Service, Carrier may, before restoring Service, require Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate unauthorized use and to pay to Carrier an amount reasonably estimated by Carrier as the loss in revenues to Carrier resulting from such unauthorized use plus claims lodged against Carrier by third parties.**

**2.4.7 Without notice, by reason of any order or decision of a court or other government authority having jurisdiction that prohibits Carrier from furnishing Service to Customer.**

**2.5 Cancellation or Termination of Service by Customer**

**2.5.1 Customer may cancel Service by giving notice to Carrier up to the day Service is scheduled to commence.**

**2.5.2 If Customer orders Service which requires special construction or facilities for Customer's use, and then cancels its order before Service begins, a charge shall be made to Customer for the non-recoverable portions of the expenditures or liabilities incurred on behalf of Customer by Carrier.**

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