

FACILITIES-BASED AND RESOLD LOCAL EXCHANGE  
TELECOMMUNICATIONS SERVICES FURNISHED BY  
EARTHGRID PBC  
IN THE STATE OF IDAHO

This Price List contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for local exchange telecommunication services provided by EarthGrid PBC for services furnished within the State of Idaho. This price list is posted on the company's website: [www.earthgrid.io](http://www.earthgrid.io).

CHECK SHEET

All sheets inclusive of this price guide are effective as of the date shown at the top of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original price guide and are currently in effect as of the date on the top of this sheet.

PAGE	REVISION		PAGE	REVISION
Title	Original	*	16	Original *
1	Original	*	17	Original *
2	Original	*	18	Original *
3	Original	*	19	Original *
4	Original	*	20	Original *
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1	Original	*	23	Original *
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1	Original	*	25	Original *
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### SYMBOLS

The following symbols shall be used in this price list for the purposes indicated below:

- |          |  |
|----------|--|
| <b>C</b> | To indicate changed regulation.                                  |
| <b>D</b> | To indicate discontinued rate or regulation.                     |
| <b>I</b> | To indicate increased rate.                                      |
| <b>M</b> | To indicate a move in the location of text.                      |
| <b>N</b> | To indicate new rate or regulation.                              |
| <b>R</b> | To indicate reduced rate.  |
| <b>S</b> | To signify reissued matter                                       |
| <b>T</b> | To indicate a change in text but no change in rate or regulation |

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PRICE LIST 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 price list. 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 4<sup>th</sup> Revised Page 14 cancels the 3<sup>rd</sup> Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the price list 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.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets – When a price list filing is made with the Commission, an updated Check Sheet accompanies the price list filing. The Check Sheet lists the pages contained in the price list, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The price list 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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## SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

911 Service Area - The geographic area in which the 911 customer will respond to all 911 calls and dispatch appropriate emergency assistance.

Additional 911 Exchange Line - Additional terminating lines at a PSAP that may be ordered by the 911 customer.

Advance Payment - Payment of all or part of a charge required before the start of service.

Alternate PSAP - A feature provided to allow 911 calls to be routed to a designated alternate location if the 911 exchange lines to the primary PSAP (see definition of PSAP following) are out of service for any reason.

Alternate Routing - A feature that will route a 911 call to a location other than the primary PSAP, should some temporary condition prevent the primary PSAP from answering the call.

Authorized User - A Customer, or any other person, firm, corporation, or other entity authorized by a Customer to use Service provided under this Price list or placed in a position by the Customer, either through acts or omissions, to use Service provided under this Price list.

Automatic Location Identification (ALI) - A feature by which the name and primary service address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Telephones associated with a calling party's telephone number but which are physically located elsewhere (off-premises extensions, secondary locations, etc.) can also be identified with the same address associated with the calling party's telephone number at the primary location if the 911 customer enters this same information into the remarks section of the ALI record. No ALI data is provided when a call is sent to Default Routing (DR).

Automatic Number Identification (ANI) - A feature by which the calling party's ANI telephone number is forwarded to the PSAP and displayed on the PSAP monitor.

Business Telephone Service - Telephone service to a business location or to a residential location, where the customer has no regular business telephone and the use of the Service, either by himself, members of his household, or his guests, or parties calling him, can be considered as more of a business than of a residential nature, which fact might be indicated by advertising - either by business cards, newspapers, handbills, billboards, circulars, motion pictures, screens, or other advertising matter, such as on vehicles, etc.; or when such business use is not such as commonly arises and passes over to residential telephone during the intervals when, in compliance with the law or established custom, business places are ordinarily closed.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)**

Call Trace - Allows a Customer who has been receiving harassing or annoying phone calls to have the number of the caller recorded and kept by the Company. Customer must then file a complaint with appropriate law enforcement agencies.

Called Party Hold - Enables the PSAP attendant to hold a 911 connection even if the calling party hangs up.

Caller - An individual who places a 911 call in order to obtain emergency assistance. May also be referred to as an end user.

Carrier – EarthGrid PBC

CIR - Committed Information Rate

Class of Service (COS) - Used to prevent a Station from dialing certain codes and numbers.

Commission – Idaho Public Utilities.

Common Carrier - An authorized Carrier or entity providing telecommunications services to the public.

Company - Refers to EarthGrid PBC

Completed - A call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modern device, or other mechanical answering device.

Customer - The person or legal entity which subscribes to, utilizes, or enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

Customer-Provided Equipment (CPE) - Equipment provided by the Customer for use with the Company's Service. CPE can include a station set, facsimile machine, key system, PBX, or other information, communication, or power system.

Default Routing - A feature activated when an incoming 911 call cannot be selectively routed due to an ANI failure, garbled digits, or other causes. Such incoming calls are routed from the 911 Control Office to a default PSAP. Each incoming 911 facility group routed to the Central Office is assigned to a designated default PSAP. This is a standard feature of 911 Service. No ANI/ALI data is provided when a call is sent to Default Routing.

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## SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

Dial Pulse (DP) -The pulse type employed by rotary dial Station sets.

Display and Transfer Unit - A selector console and associated common equipment for displaying AM numbers at the PSAP attendant position and used by the attendant to activate Fixed and/or Selective Transfer functions.

Diverse Routing - Diverse routing provides for the processing of 911 calls over alternate paths to reduce service interruptions due to possible interference in facilities. This feature is available only where adequate facilities exist.

Dual Tone Multi-Frequency (DTMF) - The pulse type employed by tone dial Station sets.

Emergency Response Agency - An Emergency Response Agency (ERA) is a functional division of an agency authorized to respond to requests from the public to meet emergencies related to safety and/or health. The agency is prepared to provide its service(s) in response to a 911 call received at, or transferred from, a PSAP.

Emergency Ringback - Allows the PSAP attendant to ring back the caller's line. This feature may only be available if the call is routed to the PSAP via dedicated facilities. This feature may not be available with arrangements using tandem switching.

End Office - The Central Office(s) in the 911 System from which a 911 caller is served.

Exchange Carrier - Any individual, partnership, association, joint stock company, trust, governmental entity, or corporation engaged in the provision of local exchange telephone service.

Fixed Transfer - A feature which enables a PSAP attendant to transfer incoming 911 calls to secondary PSAPs by use of a single button on the Display and Transfer unit.

Forced Disconnect - Enables the PSAP attendant to release a connection on a 911 call, even if the calling party remains off-hook.

Gbps - Gigabits per second.



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## SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

Holidays - New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.

Host Provider - The telephone company that serves exchanges within the 911 customer's serving area and provides 911 service to the 911 customer and, where applicable, acts as the coordinator of other regulated telephone companies which serve as secondary providers within the 911 customer's serving area.

Individual Case Basis - A service arrangement in which the regulations, rates, and charges are developed based on the specific circumstances of the Customer's situation.

Interruption - The inability to transport data, telephony or internet traffic due to equipment malfunctions or human errors. Interruption shall not include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Price list by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Price list, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service or any other reason covered by this Price list or by applicable law.

Joint User - A person, firm, or corporation designated by the Customer as a user of Local Exchange Service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

Local Access and Transport Area (LATA) - A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0202, within which a local exchange Carrier provides communications services.

Local Calling - A completed call or telephonic communication between a calling Station and any other Station within the local service area of the calling Station.

Manual Transfer - A feature that enables the PSAP attendant to transfer an incoming call by accessing a dial tone line and dialing either a seven-digit or ten-digit telephone number. Manual transfer is associated with the 911 trunk unit and is a standard feature of 911 Service.

Master Street Address Guide (MSAG) - A perpetual database defining the geographic area of a 911 service, such as by an alphabetical listing of the street names, high-low house number ranges, community names, PSAP identification codes, and Emergency Service Number (ESNs). The E911 customer is responsible for the construction and maintenance of the MSAG.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)**

Mbps - Megabytes per second.

MRC - Monthly Recurring Charge

Message - A completed telephone call.

Multi-Frequency (MF) - An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Nonrecurring Charges (NRC) - The one-time installation charges for Service or facilities, including but not limited to charges for construction, installation, or special fees, for which the customer becomes liable at the time the Service Order is executed.

NRC - Non-Recurring Charge

Presubscription - A process whereby a Customer chooses a long distance carrier and is then able to access that carrier by dialing 1 +.

Public Safety Answering Point (PSAP) - An answering location for 911 calls originating in a given area. The PSAP responds first; the Emergency Response Agencies (ERAS) receive calls on a transfer basis only. PSAPs are established and operated by public service agencies such as police, fire, or emergency medical or by a common bureau serving a group of such entities.

Recurring Charges -The monthly charges to the Customer for services, facilities, and equipment which continue for the agreed upon duration of the Service.

Residential Service - Telephone service to a residential location which is not listed in the business section of the local telephone directory.

Resold Services - Local exchange services provided by the Incumbent Local Exchange Carrier and resold by the Company.

Secondary Provider - A regulated telephone company that participates in offering 911 service under an agreement with the host provider.

Selective Routing - A service that routes calls to the correct PSAP based on the caller's ANI. This service is available when an E911 system is served by more than one PSAP or when a Central Office is split by a political boundary and one of the political areas does not subscribe to 911 services or when a central office's political subdivisions are served by different 911 systems.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)**

Selective Transfer - A feature providing persons at the PSAP the ability to transfer an incoming call to another agency by depressing a single button labeled with the type of agency, e.g., "Fire," on the Display and Transfer Unit. For a given 911 caller, the unique combination of police, fire, and ambulance or any other appropriate agencies responsible for providing emergency service in the 911 service area is defined by an "Emergency Service Number" (ESN).

Service - Any Telecommunications Service(s) provided by the Company under this Price list.

Service Commencement Date -The date on which the Company notifies the Customer that the requested Service or facility is available for use.

Service Order - The written request for Service executed by the Customer and the Company in a format specified by the Company. Issuance of a Service Order initiates the respective obligations of the parties as set forth therein and pursuant to this Price list, but the duration of the Service is calculated from the Service Commencement Date.

Serving Central Office - The Central Office from which a PSAP, either primary or secondary, is served.

Station - Telephone equipment from or to which calls are placed.

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 of Service - Discontinuance of both incoming and outgoing Service.

Toll Calling - A completed call or telephonic communications between a calling Station and any other Station outside the local service area of the calling Station.

Trunk - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)**

Universal Emergency Number Service - A telephone exchange communication service for receiving telephone calls placed by persons in need of assistance who dial the number 911. Such calls are answered at PSAPs established and operated by the 911 customer. The lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls are included.

Universal Emergency Number Service Customer - A municipality, county, or other state or local government unit or an authorized agent of one or more municipalities, counties, or other state or local governmental units to whom authority has been lawfully delegated within a defined geographic area to respond to public emergency telephone calls including, at the minimum, calls requesting police and fire service.

User - A Customer or any other person authorized by the Customer to use service provided under this price list.

WAN - Wide Area Network.

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Application of Price List

- 2.1.1 The Price List sets forth the service offerings, rates, terms, and conditions applicable to the furnishing of intrastate Local and Interexchange communications services by carrier to Customers in the State of Idaho. Service is furnished for the use of Users in placing and receiving calls within Idaho.
- 2.1.2 Carrier's services may be provided over the telecommunications channels, facilities or services of other facilities-based carriers including the facilities of the incumbent local exchange carrier.
- 2.1.3 The rates and regulations contained in this price list apply only to the services furnished by Carrier to the Customer and do not apply, unless otherwise specified, to the lines, facilities, or services provided by the incumbent local exchange telephone company or other common carrier for use in accessing the services of Carrier.
- 2.1.4 The Customer is entitled to limit the use of Carrier's services by end users at the Customer's facilities and may use other common carriers in addition to or in lieu of Carrier.

### 2.2 Terms and Conditions

- 2.2.1 In furnishing facilities and Service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to Customers for communications.
- 2.2.2 Except as otherwise provided herein, Service is provided on the basis of a minimum period of at least one month, 24 hours per day, and shall continue to be provided until canceled by the Customer. For the purpose of computing charges in this Price list, a month is considered to have 30 days. All calculations of dates set forth in this Price list shall be based on calendar days, unless otherwise specified herein.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 Undertaking of the Company

2.3.1 Regulatory Compliance

Company will comply with all applicable billing and termination rules of the Commission, as set forth in the Idaho Code of State Rules, Title 61.

2.3.2 Scope

- A. The Company undertakes to furnish telecommunications service in connection with one-way and/or two-way transmission of messages between points within the State of Idaho under the terms of this Price list. When Service and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply only to that portion of the Service or facilities furnished by it.
- B. When Service and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply only to that portion of the Service or facilities furnished by it.
- C. When Service and facilities provided by the Company are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as part of the regulated or unregulated services offered by that company, the regulations of the Company apply only to the use of the Company's Service and facilities. The Company assumes no responsibility for any service provided by another company that purchases access to the Company's network in order to originate or terminate its own services or to communicate with its own customers.
- D. This Price list applies only for the use of the Company's Service within Idaho. This includes the use of the Company's network to complete an end-to-end call within Idaho and to obtain access to the intrastate and interstate Toll Call services offered by the Company.
- E. The provision of Local and Interexchange Phone Service defined herein is subject to the terms and conditions specified in this Price list and may be revised, added to, or supplemented by superseding issues.
- F. The provision of Service by the Company as set forth in this Price list does not constitute a joint undertaking with the Customer for the furnishing of any Service.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 Undertaking of the Company

2.3.3 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or allocate the use of existing facilities or of additional facilities offered by the Company, when necessary, because of lack of facilities or due to some other cause beyond the Company's control.
- B. The furnishing of Service under this Price list is subject to the availability on a continuing basis of all the necessary facilities and technical capabilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish Service from time to time as required at the sole discretion of the Company.
- C. The Company shall not be required to finish, or continue to furnish, facilities or Service where the circumstances are such that the proposed use of the facilities or Service would tend to adversely affect the Company's plant, property or Service.
- D. The furnishing of Service may be subject to the Company's implementation of interconnection agreements with incumbent LECs.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.4. Use of Services

- 2.4.1 Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.4.2 The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, or schemes is prohibited.
- 2.4.3 Carrier's services are available for use twenty-four hours per day, seven days per week, except with respect to limited planned outages about which the Customer will be provided advance notice.
- 2.4.4 Carrier does not transmit messages pursuant to this Price list, but its services may be used for that purpose.
- 2.4.5 Carrier's services may be cancelled for nonpayment of uncontested bill charges or for other violations of this Price list or any written service agreement.



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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5 Liability of Carrier

- 2.5.1 The Carrier shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this price list, if caused by any person or entity other than the Carrier, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Carrier's direct control.
- 2.5.2 The Carrier shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other conduct revealed to, transmitted by, or used by the Carrier under this price list; or for any act or omission of the Customer or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Carrier, if not caused by negligence of the Carrier.
- 2.5.3 The Carrier shall not be liable for any defacement of or damages to the premises of a Customer or Subscriber, resulting from the furnishing of service, which is not the result of the Carrier's negligence.
- 2.5.4 Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Carrier's part has been a contributing factor, the liability of the Carrier for any claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this price list shall not exceed an amount equivalent to the prorata charge to the Customer or Subscriber for the period of service or facility usage during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, a month is considered to have thirty (30) days.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.6 Service Availability**

The Company will provide the Customer reasonable notification of Service affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' Service. No specific advance notification period is applicable to all Service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned Service affecting conditions, such as an outage resulting from a loss of power or damage to facilities or equipment, notification to the Customer may not be possible.

**2.7 Responsibilities of the Customer**

- 2.7.1 The Customer is responsible for placing any necessary orders for complying with Price list regulations; for the placement of any stickers or tent cards provided by Carrier or as required by law; and for assuring that end users comply with Price list regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the customer to end users.
- 2.7.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Carrier on the Customer's behalf.
- 2.7.3 If required for the provision of Carrier's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to Carries.
- 2.7.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Customer when required for Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 Responsibilities of the Customer (cont'd)

- 2.7.5 The Customer shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Price list and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with communications service, Carrier will permit such equipment to be connected with its channels without use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Carrier equipment, personnel, or the quality of service to other Customers, Carrier may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon five (5) days written notice, via first class U.S. mail terminate the Customer's service.
- 2.7.6 The Customer is responsible for payment of the charges set forth in this Price list or any written service agreement.
- 2.7.7 The Customer is responsible for compliance with the applicable regulations set forth in this Price list and any written service agreement.
- 2.7.8 The Customer shall indemnify and save Carrier harmless from all liability disclaimed by Carrier as specified in Section 2.4. above, arising in connection with the provision of service by Carrier.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 Prohibited Activities and Uses

- 2.8.1 The Service the Company offers shall not be used for any unlawful purpose or any use as to which Customer or User has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.8.2 The Company may require a Customer or User immediately to shut down transmission of signals if said transmission is causing interference to others.
- 2.8.3 The Company will require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that applicant's intended use complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.8.4 Customer or User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company. The Company may permit a Customer to transfer its existing Service to another person or entity if the existing Customer has paid all charges owed to the Company for Service provided pursuant to this Price list. Such a transfer will be treated as a disconnection of existing Service and installation of new Service.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.9. Claims

Notwithstanding anything to the contrary in this Price list, with respect to any Service, equipment or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and court costs for:

- A. Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party; to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or User or either of their employees, agents, representatives or invitees;
- B. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party arising from any act or omission by the Customer or an Authorized User, including, without limitation, use of the Service and facilities in a manner not contemplated by the Agreement between the Company and the Customer; or
- C. Any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of this Price list.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.10 Customer Equipment and Channels****2.10.1 General**

A User may transmit or receive information or signals via the facilities of the Company. A User may transmit any form of signal that is compatible with the Company's equipment, but, except as otherwise specifically stated in this Price list, the Company does not guarantee that its Service will be suitable for purposes other than those described herein.

**2.10.2 Station Equipment**

- A. Terminal equipment on the customer's or Authorized User's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's point of connection.
- B. The Customer is responsible for ensuring that Customer-Provided Equipment connected to the Company equipment and facilities is compatible with such equipment and facilities. Customer-Provided Equipment and facilities include, but are not limited to, telephones, key systems, PBX's other telephone-related equipment, data transmitting and or receiving terminal equipment, and alarm-sending devices that may be connected to the Company's facilities, as well as Customer premises inside wire, jacks, and other Customer facilities. All such Customer-Provided Equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all Customer-provided wiring shall be installed and maintained in compliance with those regulations. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- C. The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-Provided Equipment, or for misdirected calls, disconnects or other Service problems caused by the use of Customer-Provided Equipment.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.10 Customer Equipment and Channels

2.10.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications Service and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. The Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of this Price list and the other communications carrier's price list applicable to such connections.
- C. Facilities furnished under this Price list may be connected to Customer Provided Equipment in accordance with the provisions of this Price list.

2.10.4 Inspections

Upon reasonable notice to the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to assess the Customer's compliance with this Section 2.6. If the protective requirements for Customer-Provided Equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. In the time specified in the notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its facilities, equipment, and personnel from harm. If suspension of Service is required, the Company will, when practicable, notify the Customer in advance. Where such prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to suspend the Service forthwith. In no event shall Customer be eligible during any such period of inspection or period of suspension for a credit allowance for interruptions in the Service.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.11 Cancellation or Interruption of Services

2.11.1 Without incurring liability, Carrier may discontinue services to a Customer or may withhold the provision of ordered or contracted services, subject to the procedures set forth in 2.6.B.:

- A. For nonpayment of any sum due Carrier for more than thirty (30) days after issuance of the bill for the amount due.
- B. For violation of any of the provisions of this Price list or any written service agreement,
- C. For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over Carrier's services, or
- D. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Carrier from furnishing its services.

2.11.2 Procedure for Discontinuance of Existing Service

- A. Carrier may discontinue service without notice for any of the following reasons:
  - 1. If a Customer or User causes or permits any signals or voltages to be transmitted over Carrier's network in such a manner as to cause a hazard or to interfere with Carrier's service to others.
  - 2. If a Customer or other user uses Carrier's services in a manner to violate the law.
- B. In all other circumstances, Carrier will provide the Customer with written notice via first class U.S. mail stating the reason for discontinuance and will allow the customer not less than fifteen (15) days to remove the cause of discontinuance. In cases of nonpayment of charges due, the customer will be allowed at least ten (10) days written notice via first class mail that disconnection will take place within five days, excluding Sundays and holidays, and the Customer will be given the opportunity to make full payment of all undisputed charges, and in no event will service be discontinued on the day preceding any day on which Carrier is not prepared to accept payment of the amount due and to reconnect service.



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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.11 Cancellation or Interruption of Services (Cont'd)

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

2.12 Billing Arrangements

2.12.1 Customers will either be billed directly by Carrier or its intermediary.

2.12.2 Carrier will render bills monthly. Payment is due by the payment due date shown on the bill.

2.12.3 Carrier may impose a late payment charge of 1.5% per month, or such lower amount as required by law, on any bill not paid by the payment due date shown on the bill.

2.12.4 The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check, draft, or electronic funds transfer submitted by the Customer to the Carrier which a financial institution refuses to honor.

2.13 Validation of Credit

Carrier reserves the right to validate the credit worthiness of Customers.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.14 Contested Charges

All bills are presumed accurate and will be binding on the Customer unless objection is received by Carrier within thirty (30) days after such bills are rendered. In the case of a billing dispute between the Customer and Carrier for service furnished to the Customer or an end user, which cannot be settled with mutual satisfaction, the customer can take the following course of action within thirty (30) days of the billing date:

- A. First, the Customer may request, and Carrier will provide, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
- B. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, the Customer may file an appropriate request for assistance or complaint with the Commission. The address and the telephone number of the Commission is:

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

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.15 Deposits

The Company does not require deposits.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.16 Advance Payments

The Carrier may require a Customer to make an advance payment as a condition of continued or new service. The Carrier reserves the right to require, from an applicant for service, advance payments of nonrecurring charges, estimated usage charges, and other charges and guarantees in such amount as may be deemed necessary by the Carrier for safeguarding its interests. In addition, where special construction is involved, advance payment of the construction charges quoted, may be required at the time of application.

2.17 Taxes

All federal excise taxes and state, local sales taxes and regulatory fees, are billed as separate items and are not included in the quoted rates.

2.18 Promotions

Carrier may from time to time offer services at a reduced rate, free of charge, or offer incentives for promotional, market research or rate experimentation purposes. Such offerings will be for a limited duration. All promotional offerings will be filed as a price list supplement. Promotional service offerings may not have a duration of longer than six months in any rolling 12-month period which commences as of the effective date of the filed promotion.

2.19 Shortage of Equipment or Facilities

2.19.1 The Carrier reserves the right to limit or to allocate the use of existing facilities or of additional facilities offered by the Carrier, when necessary, because of lack of facilities, or due to some other cause beyond the Carrier's control.

2.19.2 The furnishing of service under this price list is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Carrier's facilities as well as facilities the Carrier may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Carrier.

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**SECTION 3 – DESCRIPTION OF SERVICES****3.1 Data Access Service**

Data Access Service provides a Customer with a high-speed conduit to other locations of the Customer or to other telecommunications end user Customers in point-to-point or point-to-multi-point configurations. The Carrier provides Customers with a standard physical interface that is used to map the Customer to one or more services. This service is available at varying speeds up to 10 Gbps.

**3.2 Other Services**

Other services, including point-to-point high-speed Internet access, network management services, Co-location service, and Back-haul services may be provided by the Carrier on an Individual Case Basis (ICB), depending on such factors as geographic area, availability of facilities and other factors.

**3.3 Individual Base Basis (ICB) Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this Price list. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. Any such ICB rates will be made available to the Commission upon request.

**3.4 Dual Party Relay Service**

Not applicable. The Company does not offer switched services at this time.

**3.5 911 Emergency Telephone Service**

Not applicable, the Company does not offer switched services at this time.

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SECTION 3 – DESCRIPTION OF SERVICES (CONT'D)

3.6 Transmission Service and Facilities

The Company provides resold and facilities-based intrastate Service and facilities, including private line and network and transmission services, designed and provisioned on an Individual Case Basis (ICB) pursuant to contracts with Customers. ICB rates will be offered to requesting Customers in writing and on a non-discriminatory basis.

SECTION 4 – RATES AND CHARGES

4.1 Rates

4.1.1 General

- A. Nonrecurring charges will apply to Customer requests for connecting, moving, or changing Service. These charges are in addition to any other scheduled rates and charges that would normally apply under this Price list.
- B. Charges for the connection, move, or change of Service may apply for work being performed during the Company's normal business hours. If the Customer requests that overtime labor be performed at a premises on the day or days of the week other than normal work hours or on holidays, or interrupts work once it has begun, an additional charge may apply based on the additional costs involved.
- C. Changes in location of the Customer's Service from one premises to another may be treated as new Service connections with the appropriate Service Charges applying.

<u>Bandwidth</u>	<u>NRC</u>	<u>MRC</u>
Up to 10 Gbps Service Change Fee:	ICB ICB	ICB ICB

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SECTION 4 – RATES AND CHARGES (CONT'D)

4.2 Rate Elements

- A. Non-recurring and monthly recurring rates apply for each Dedicated Service furnished by the Carrier. Monthly recurring rates vary according to the time period for which the Customer commits to take the service.
- B. Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective Customer for service which vary from Price list arrangements. Rates quoted in response to such requests may be different for Price list services than those specified for such service in the Rate Section. ICB rates will be offered to Customers in writing and will be made available to the Commission upon request.