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BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

Application for Registration of)
EarthGrid PBC dba EarthGrid PBC Corporation)
To Provide Facilities-Based and Resold Local)
Exchange Telecommunications Services in Idaho)

Case No. EPC-T-22-01

IDAHO PUBLIC
UTILITIES COMMISSION

**APPLICATION TO PROVIDE
FACILITIES-BASED AND RESOLD LOCAL EXCHANGE
TELECOMMUNICATIONS SERVICES**

Pursuant to IDAPA 31.01.01.114 and the Idaho Public Utilities Commission Order No. 32277 in Case No. GNR-T-11-01, EarthGrid PBC dba EarthGrid PBC Corporation ("EarthGrid" or "Company") respectfully requests that the Idaho Public Utilities Commission ("Commission") approve the Company's application to provide facilities-based and resold local exchange telecommunications services in Idaho.

All correspondence, notices, inquiries and other communications regarding this Application should be addressed to:

Connie Wightman
Consultant to EarthGrid PBC dba EarthGrid PBC Corporation
Inteserra Consulting Group
151 Southhall Lane, Suite 450
Maitland, Florida 32751
Telephone: (407) 740-3002
Facsimile: (407) 740-0613
Email: cwightman@inteserra.com

In support of its Application, EarthGrid submits the following:

01. Name, Address and Form of Business:

- (a) EarthGrid PBC Corporation is a Corporation incorporated in the State of Delaware. The main address of the Company is:

EarthGrid PBC Corporation
1 West Barrett Avenue
Richmond, CA 94801
Telephone: 833-327-8441
Toll Free: 833-327-8441
Website: www.EarthGrid.io

Exhibit A includes a copy of the Company's Articles of Incorporation and the Secretary of State certificate.

The Company's Registered Agent in Idaho is:

SYNERGY CORPORATE SERVICES LLC
921 S Orchard St, STE H
Boise, ID 83705

(b) Officers and Directors

Officers and Directors of EarthGrid PBC dba EarthGrid PBC Corporation are provided as **Exhibit B**.

(c) Stockholders/Owners

Owners holding a 5% or greater interest in the Company are provided as **Exhibit C**. The Company has no affiliates or subsidiaries.

02. Services and Territory

The Applicant proposes to offer point-to-point intraexchange and interexchange telecommunications service, including local exchange services within the State of Idaho using its own facilities and services available from other facilities-based carriers. Point-to point services will be offered to Wireless Service Providers (WSPs), other telecommunications carriers and communications providers, municipalities, tribal communities, and commercial customers. Applicant seeks authority to provide service via its own lit and dark fiber facilities and/or through resale arrangements.

03. Financial Information

EarthGrid's current profit and loss statements are provided in **Exhibit D**. Pursuant to Rule 229, the Applicant is requesting confidential treatment of these statements.

04. Tariffs and Price Lists

EarthGrid's Price List is provided as **Exhibit E**. Pursuant to Title 62 of the Idaho Code, the Applicant is electing to operate on a detariffed basis for its local exchange business services and will post its rates, terms, and conditions on its website at www.EarthGrid.io/regulatory

05. Tariff and Customer Contact

The contact for tariff and price list questions and for customer complaints and inquiries is:

Scott Lane, COO
EarthGrid PBC dba EarthGrid PBC Corporation
2625 Alcatraz Avenue, Suite 111
Berkeley, CA 94801
Telephone: 833-327-8441
E-Mail: scott@earthgrid.io
Toll Free: 833-327-8441

06. Interconnection Agreements

The Applicant intends to offer service in the areas currently served by CenturyLink and other providers as deemed appropriate. EarthGrid will mirror the basic local calling scopes of the incumbent local exchange companies.

07. Compliance with Commission Rules

The Applicant has reviewed all of the applicable Commission rules and agrees to comply with those rules.

08. Conservation of Telephone Numbers

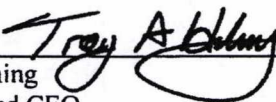
The Applicant acknowledges that, if it obtains numbering resources in Idaho, it will be subject to numbering conservation measures, including mandatory one thousand block pooling, donation back to the pool of unused or underutilized thousand number blocks, and submission of applicable utilization/forecast reports at the one thousand block level for each rate center within its service territory.

Wherefore, EarthGrid PBC Corporation respectfully requests that the Commission:

1. Approve EarthGrid PBC dba EarthGrid PBC Corporation's Application to Provide Facilities-Based and Resold Local Exchange Telecommunications Services; and
2. grant such other relief as it deems necessary and appropriate.

Respectfully submitted,

EarthGrid PBC dba EarthGrid PBC Corporation



Troy Helming
Founder and CEO
EarthGrid PBC dba EarthGrid PBC Corporation
2625 Alcatraz Ave, Suite 111
Berkeley, CA 94705

EARTHGRID PBC DBA EARTHGRID PBC CORPORATION

Exhibit A

Articles of Incorporation with Amendments

And

Idaho Certificate of Authority

**CERTIFICATE OF INCORPORATION OF
Red Gopher Cooperative Corp.
A NON-STOCK, NON-PROFIT ORGANIZATION**

FIRST: The name of the Corporation is Red Gopher Cooperative Corp.

SECOND: Its registered office is to be located at 1013 Centre Rd. Suite 403-A, Wilmington, DE 19805, County of New Castle. The registered agent thereof is American Incorporators Ltd. whose address is the same as above.

THIRD:

The Corporation is a nonprofit organization organized and operated exclusively for one or more religious, charitable, scientific, testing for public safety, literary, or educational purposes, or to foster national or international amateur sports competition (but only if no part of its activities involve the provision of athletic facilities or equipment), or for the prevention of cruelty to children or animals, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954 as amended, or the corresponding provisions of any subsequent federal tax law.

Notwithstanding any provision of this Certificate or any provisions of applicable state law to the contrary, the Corporation shall not have the power to carry on any activities which would cause it to fail to qualify, or to continue to qualify, as (a) an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1954, as amended, or the corresponding provisions of any subsequent United States Internal Revenue law, or (b) any organization, contributions to which are deductible under Sections 170, 2055 and 2522 of the same Internal Revenue Code as amended. The Corporation shall be authorized to solicit, receive and administer funds for the above purposes but the Corporation shall not be authorized to accept gifts or contributions for other than the purposes herein before stated. The funds of the Corporation shall not be restricted in use to people of any race, color, sex, national origin, religion, marital status, disability, sexual orientation, veteran status or creed and such funds shall be administered on a nondiscriminatory basis.

The Corporation shall have the authority to exercise all of the powers conferred upon corporations organized not for profit and without authority to issue capital stock under the provisions of the General Corporation Law of the State of Delaware, provided, that the exercise of any such powers shall be in furtherance of any one or more of the aforesaid exempt purposes of the Corporation, and within such limitations shall include as its purposes, but not be limited to, the general promotion of the health of and a safer environment for the citizens of the United States of America.

FOURTH:

The Corporation shall be a membership corporation and shall have no authority to issue capital stock. The Members of the Corporation shall be the Directors thereof and shall act as the Members and Directors of the Corporation until the election of their successors as provided in the Bylaws of the Corporation.

FIFTH:

No part of the earnings of the Corporation shall ever inure to the benefit of or be distributable to any Member or individual having a personal or private interest in the activities of the Corporation, and no substantial part of the activities of the Corporation shall ever be the carrying on of propaganda, or

otherwise attending to influence legislation. The Corporation shall not participate in or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office. No Officer, Director, Member or employee of the Corporation shall receive or be lawfully entitled to receive any pecuniary profit from the operations and activities of the Corporation except reimbursement for out of pocket expenditures and reasonable compensation for services actually rendered to and on behalf of the Corporation.

SIXTH:

The affairs and business of the Corporation shall be managed and conducted by the Board of Directors. The qualifications, election, number, tenure, powers, and duties of the members of the Board of Directors shall be as provided in the Bylaws.

SEVENTH:

If, at any time or times, the Corporation shall be classified as a private foundation under United States Internal Revenue laws, then at such time or times the Corporation shall be subject to the following restrictions:

(1) The Corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1954, as amended, or corresponding provisions of any subsequent federal tax laws.

(2) The Corporation shall distribute its income for each taxable year at such time and in such manner so as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1954, as amended, or corresponding provisions of any subsequent federal tax laws.

(3) The Corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1954, as amended, or corresponding provisions of any subsequent federal tax laws.

(4) The Corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1954, as amended, or corresponding provisions of any subsequent federal tax laws.

(5) The Corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1954, as amended, or corresponding provisions of any subsequent federal tax laws.

EIGHTH:

No Member of the Corporation, member of the Board of Directors or Officer shall be personally liable for the payment of the debts of the Corporation except as such Member, Director, or Officer may be liable by reason of his own conduct or acts.

NINTH:

In furtherance and not in limitation of the powers conferred upon the Board of Directors by law, the Board of Directors shall have the power to make, adopt, or repeal, from time to time, the By-laws of the Corporation.

TENTH:

In the event of the liquidation, dissolution, or winding up of the affairs of the Corporation, whether voluntary, involuntary, or by operation of law, the Board of Directors of the Corporation shall, except as may be otherwise provided by law, transfer all of the assets of the Corporation in such manner as the Directors, in the exercise of their discretion, may be a majority vote determine; provided, however, that

any such distribution of assets shall be calculated to carry out the objects and purposes hereinbefore stated in Article THIRD hereof, and only such objects and purposes; and, provided further, that such distributions must be to one or more organizations (a) which are exempt from tax as organizations described in Section 501(c)(3) of the Internal Revenue Code of 1954, as amended, or the corresponding provision of any subsequent United States Internal Revenue laws, and (b) contributions to which are deductible under the provisions of Sections 170, 2055, and 2522 of the Internal Revenue Code of 1954, as amended, or the corresponding provisions of any subsequent United State Internal Revenue laws.

ELEVENTH:

The Corporation reserves the right to amend, alter, or repeal any provisions contained in this Certificate of Incorporation in a manner now or hereafter prescribed by applicable statutes, and all rights conferred herein are granted subject to this reservation; provided, however, that no amendment shall authorize the Board of Directors or the Members of the Corporation to conduct the affairs of the Corporation in any manner or for any purpose contrary to the provisions of Section 501(c)(3) of the Internal Revenue Code of 1954, as amended, or the corresponding provision of any subsequent United States Internal Revenue laws.

TWELFTH:

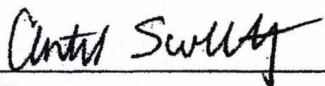
The power of the incorporator will terminate upon filing of the Certificate of Incorporation. The name and address of the incorporator is as follows:

Curtis Sweltz
1013 Centre Rd. Suite 403-A
Wilmington, DE 19805

FOURTEENTH:

The duration of the Corporation is to be perpetual.

I, **THE UNDERSIGNED**, for the purpose of forming a Corporation under the laws of the State of Delaware, do make, file and record this certificate, and do certify that the facts stated herein are true, and I have accordingly set my hand as of September 23, 2016



Curtis Sweltz
INCORPORATOR

Statement of Incorporator
IN LIEU OF ORGANIZATION MEETING OF
RED GOPHER COOPERATIVE CORP.

THE UNDERSIGNED, being the Incorporator of Red Gopher Cooperative Corp. a corporation of the State of Delaware, does hereby adopt the following resolutions and takes the following action by written consent in lieu of a meeting:

RESOLVED, that a copy of the Certificate of Incorporation of Red Gopher Cooperative Corp., as filed in the Office of the Secretary of State of Delaware on the September 23, 2016, be, and the same hereby is, ordered filed in the minute book of this corporation; and

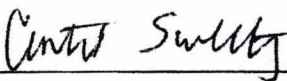
RESOLVED, that the number of initial directors forming this corporation shall be One (1); and

RESOLVED, that from this day hence, the undersigned has fulfilled the duties of Incorporator and relinquishes all further duties to the initial Directors of Red Gopher Cooperative Corp.; and

RESOLVED, that the following named person(s) shall constitute the initial director(s) of Red Gopher Cooperative Corp.:

Troy Helming

Signed and executed by the Incorporator on September 23, 2016.



Curtis Sweltz
Incorporator

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
RED GOPHER COOPERATIVE CORP.

The undersigned, President of Red Gopher Cooperative Corp., a non-stock, non-profit organization organized and existing under the laws of the State of Delaware, pursuant to the General Corporation Law of the State of Delaware (hereinafter "the Corporation"), does hereby certify as follows:

- (1) That the Certificate of Incorporation of Red Gopher Cooperative Corp. was filed with the Secretary of State of the State of Delaware September 23, 2016; and
- (2) That the Corporation hereby amends and fully restates the Certificate of Incorporation, pursuant to a resolution of the Board of Directors of the corporation

Now therefore, the undersigned, pursuant to Sections 242 and 245 of the General Corporation Law of the State of Delaware, does hereby restate and amend the Certificate of Incorporation as follows:

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
RED GOPHER COOPERATIVE PBC
A PUBLIC BENEFIT CORPORATION

FIRST: The name of the corporation is Red Gopher Cooperative PBC (hereinafter "the Corporation")

SECOND: The registered office of this corporation in the State of Delaware is 1013 Centre Road, Suite 403-A, Wilmington, New Castle County, Delaware 19805 and its registered agent at that address is American Incorporators Ltd.

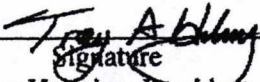
THIRD: The purpose of the corporation is to develop and build a subterranean clean energy superhighway system to connect low cost, fixed price wind and solar power plants to cities and industrial centers. The Corporation shall then develop and build a network of vacuum tunnels underground to support Hyperloop and other forms of low cost, super-high-speed transportation solutions designed for the 21st century.

FOURTH: The amount of the authorized capital stock of this corporation is One Million (1000000) shares with a par value of 0.0001 and are to be of one class.

FIFTH: The name and address of the incorporator are: Curtis Sweltz, 1013 Centre Road, Suite 403-A, Wilmington, New Castle County, Delaware 19805

SIXTH: Each person who serves as a director of the corporation shall not be liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended. Any amendment, modification or repeal of the foregoing sentence by the stockholders of the corporation shall not adversely affect any right or protection of a director of the corporation in respect of any act or omission occurring prior to the time of such amendment, modification or repeal.

IN WITNESS WHEREOF, the undersigned, the President of the above referenced corporation, for the purpose of amending and restating the Certificate of Incorporation pursuant to Sections 242 and 245 of the General Corporation Law of the State of Delaware, do make this certificate, and accordingly have hereunto executed this Certificate this 22nd day of March, 2018.


Signature
Troy Helming, President

**Certificate of Amendment
of
Certificate of Incorporation**

Red Gopher Cooperative PBC, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That at a meeting of the Board of Directors of Red Gopher Cooperative PBC, the following resolutions were duly adopted setting forth proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and consent of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "FOURTH" so that, as amended, said Article shall be and read as follows: The amount of total authorized capital stock of the corporation is One Thousand Five Hundred (1500) common shares with a par value of \$0.000000.

SECOND: That said amendments were duly adopted in accordance with the provisions of section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS THEREOF, said Red Gopher Cooperative PBC, has caused this certificate to be signed by the President this 21st day of January, 2020.

By: /s/Troy Helming
Troy Helming, President

**Certificate of Amendment
Of
Red Gopher Cooperative PBC**

Red Gopher Cooperative PBC a corporation organized and existing under and by virtue of the Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That at a meeting of the Board of Directors of **Red Gopher Cooperative PBC** the following resolution was duly adopted by the Board of Directors setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "FIRST" so that, as amended, said Article shall be and read as follows:

The name of the corporation is:
EarthGrid PBC

IN WITNESS THEREOF, said **Red Gopher Cooperative PBC** has caused this Certificate to be signed by its President on this 29th day of June, 2020.

By: /s/Troy Helming
Troy Helming, President

State of Idaho

Office of the Secretary of State

**CERTIFICATE OF REGISTRATION
OF
EarthGrid PBC
dba EARTHGRID PBC CORPORATION**

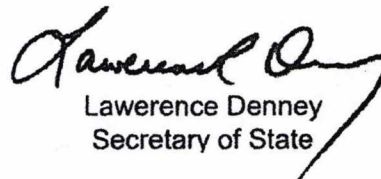
Filing Number: 4289525

I, LAWRENCE DENNEY, Secretary of State of the State of Idaho, hereby certify that an application for Foreign Registration Statement, duly executed pursuant to the provisions of the Idaho Uniform Business Organization Code, has been received in this office and is found to conform to law.

ACCORDINGLY, by virtue of the authority vested in me by law, I issue this Certificate of Registration to transact business in this State and attach hereto a duplicate of the application for such certificate.

Dated: 24 May 2021




Lawrence Denney
Secretary of State

Processed by: Business Division

EARTHGRID PBC DBA EARTHGRID PBC CORPORATION

Exhibit B

Officers and Directors

EarthGrid PBC dba EarthGrid PBC Corporation

Officers and Directors

All officers and directors can be reached at the Company's headquarters location: 2625 Alcatraz Avenue, Suite 111, Berkeley, CA 94705 or at 833-327-8441.

Officers:

Troy Helming
Scott Lane
Ben Markham
Ian Doyle
Shawn McLaughlin
Jeff Irvine
Edward Cornejo

Title

Founder & CEO
COO
CTO
CRO
SVP of Electrical Engineering and Telecommunications
SVP Projects and Construction
VP of Engineering

Directors:

Chris Gerlach
Rachelle Chong, J.D.

Director
Director

EARTHGRID PBC dba EARTHGRID PBC CORPORATION

Exhibit C

Stockholders 5% or greater interest in the Company

<u>Name</u>	<u>Percentage</u>
Troy Helming	20%
Scott Lane	20%
Green Reach Inc.	40%
Helming Family Trust	13%

EARTHGRID PBC dba EARTHGRID PBC CORPORATION

Exhibit D

Financial Information

The financial statements of EarthGrid PBC dba EarthGrid PBC Corporation are being submitted under a separate cover, with a request for confidential treatment.

EARTHGRID PBC dba EARTHGRID PBC CORPORATION

Exhibit E

Price List

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.

 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 *
5	Original	* 21	Original *
6	Original	* 22	Original *
1	Original	* 23	Original *
2	Original	* 24	Original *
1	Original	* 25	Original *
2	Original	* 26	Original *
3	Original	* 27	Original *
4	Original	* 28	Original *
5	Original	* 29	Original *
6	Original	* 30	Original *
7	Original	* 31	Original *
8	Original	*	
9	Original	*	
10	Original	*	
11	Original	*	
12	Original	*	
13	Original	*	
14	Original	*	
15	Original	*	

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SYMBOLS

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

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

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 4th Revised Page 14 cancels the 3rd 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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.15 Deposits

The Company does not require deposits.

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.

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 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 3 – DESCRIPTION OF SERVICES (CONT'D)**3.5 Basic Local Exchange Service**

Basic Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company switching network that enables the Customer to:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company Local Calling Services and other Services as set forth in this price guide;
- c) access interexchange calling services of the Company and of other carriers;
- d) access (at no additional charge) to Company operators and business office for service related assistance;
- e) access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
- f) access relay services for the hearing and/or speech impaired.

Basic Local Exchange Services cannot be used to originate calls to caller-paid information services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company switch. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

 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.

Service Offerings:

	<u>NRC</u>	<u>MRC</u>
Private Line – Ethernet Point to Point Transport, Up to 10 Gbps	ICB	ICB
Service Change Fee	ICB	ICB
Local Dial-Up Service, (where available), Per Line		\$10.00

Company Ethernet Transport Rates

Rates shall be set primarily on an ICB basis at an average of approximately One Hundred- Fifty Thousand Dollars (\$150,000.00) per route mile for special construction and on an ICB basis between 1G to 100G

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.

EARTHGRID PBC dba EARTHGRID PBC CORPORATION

Exhibit F

Officer Verification

VERIFICATION

STATE OF CALIFORNIA §
 §
COUNTY OF ALAMEDA §

I, Troy Helming, being first duly sworn on oath, deposes and states that:

I am the is Founder and Chief Executive Officer of EarthGrid PBC dba EarthGrid PBC Corporation, the corporation named in the foregoing application and am authorized to make this statement on behalf of EarthGrid PBC dba EarthGrid PBC Corporation. I am authorized to make this Verification; that I am familiar with the contents of this Application; that the Applicant will comply with all Idaho laws and Commission rules and regulations, including rules on regarding the conservation of telephone numbers; and that matters set forth in the filing are true and correct to the best of my knowledge, information, and belief.

Troy Helming

Troy Helming
Founder & Chief Executive Officer
EarthGrid PBC dba EarthGrid PBC Corporation

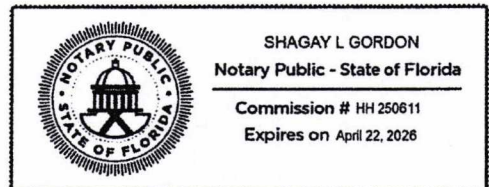
State of Florida County of Broward

Taken, sworn to and subscribed before me this 3rd day of October, 2022.

Before me appeared Troy Helming

Shagay L Gordon

Notary Public in and for said County Shagay L Gordon



My commission expires on the 22 day of April, 2026.

Notarized online using audio-video communication

Type of identification produced-California driver's license



APPEND



5731



ID



APPL



4572



2022



2022_08_29

Client Name: EarthGrid PBC
Project Name:
State: ID
Authority: APPL
Filing Type: Combined Local and IXC Application
Filed Date: 10/06/2022
Remittance: \$

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October 6, 2022
Via Overnight

Ms. Jan Noriyuki, Commission Secretary
Idaho Public Utilities Commission
472 West Washington
Boise, ID 83702

**RE: EarthGrid PBC dba EarthGrid PBC Corporation
Application to Provide Facilities-Based and Resold Local Exchange Telecommunications
Services**

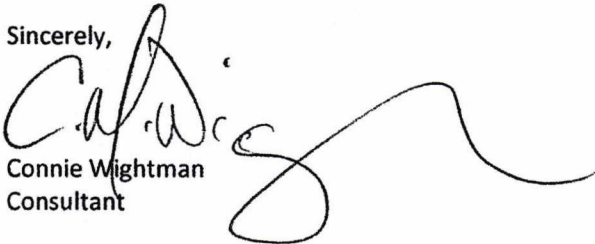
Dear Ms. Noriyuki:

Enclosed for filing please find the original and (7) copies of the Application of EarthGrid PBC dba EarthGrid PBC Corporation ("EarthGrid" or "Applicant") to provide facilities-based and resold local exchange telecommunications services within the state of Idaho and an original and one (1) copy of the proposed price list.

The Applicant is also submitting an original and seven (7) copies of its financial data, required as part of this Application, under separate cover marked "confidential" and on yellow paper. Due to the competitive nature of the telecommunications industry, EarthGrid respectfully requests that this information only be inspected by Staff directly associated with this application and be kept from public disclosure as it contains highly sensitive and proprietary information.

Any questions you may have regarding this filing should be directed to my attention at 407-740-3002 or via email to cwrightman@inteserra.com. Thank you for your assistance in this matter.

Sincerely,


Connie Wightman
Consultant

tms: IDx220

Enclosures
CW/kb