

# Morgan Lewis

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IDAHO PUBLIC  
UTILITIES COMMISSION

November 17, 2020

**VIA EMAIL**

Jan Noriyuki, Secretary  
Idaho Public Utilities Commission  
472 West Washington Street  
Boise, ID 83702  
secretary@puc.idaho.gov

LXI-T-20-05//F24-T-20-02

**RE: In re Application of LXI-CLEC, LLC and Fatbeam, LLC for Approval to Assign the Certificate of Public Convenience and Necessity Held by LXI-CLEC, LLC to Fatbeam, LLC**

Dear Secretary Noriyuki:

On behalf of LXI-CLEC, LLC ("LXI-CLEC") and Fatbeam, LLC ("Fatbeam") (together, the "Applicant"), attached is the above-referenced Application. Confidential Exhibit 5 – Financial Information is submitted as a separate electronic file with a file name labeled "Confidential". Fatbeam seeks confidential treatment of Confidential Exhibit 5 pursuant to Rule 67 and the exemptions provided in the Public Records Act, Title 74, Chapter 1 of the Idaho Code. Fatbeam is a privately owned company whose financials are not released to the public. Fatbeam uses its best efforts to keep and maintain the confidentiality of the financial information, which contains highly proprietary and confidential financial or business information and data regarding Fatbeam's financial condition and business. The disclosure of this information and data to competitors or potential competitors would be detrimental to Fatbeam and provide an unfair advantage to Fatbeam's competitors. Therefore, Fatbeam requests that the Commission accord confidential treatment to Exhibit 5 and not release it to the public.

**Morgan, Lewis & Bockius LLP**

1111 Pennsylvania Avenue, NW  
Washington, DC 20004-2541  
United States

📞 +1.202.739.3000  
📠 +1.202.739.3001

Jan Noriyuki, Secretary  
November 17, 2020  
Page 2

Pursuant to Order No. 34781 suspending the requirements for paper copies of pleadings, this filing is being provided only via email and paper copies will not be delivered. We would appreciate confirmation of receipt and acceptance of this electronic filing. Should you have any questions regarding this filing, please do not hesitate to contact the undersigned.

Respectfully submitted,

A handwritten signature in blue ink that reads "Brett P. Ferenchak". The signature is written in a cursive style.

Tamar E. Finn  
Brett P. Ferenchak

Counsel for Fatbeam, LLC



Tamar E. Finn  
Brett P. Ferenchak  
Morgan Lewis & Bockius LLP  
1111 Pennsylvania Ave., N.W.  
Washington, DC 20004  
202-739-3000 (tel)  
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*Counsel for Applicants*

**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

IN THE MATTER OF APPLICATION OF :  
LXI-CLEC, LLC AND FATBEAM, LLC FOR :  
APPROVAL TO ASSIGN THE :  
CERTIFICATE OF PUBLIC :  
CONVENIENCE AND NECESSITY HELD :  
BY LXI-CLEC, LLC TO FATBEAM, LLC :

CASE NO. LXI-T-20-05//FZ4-T-20-02

**APPLICATION FOR APPROVAL TO ASSIGN  
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

LXI-CLEC, LLC (“LXI”) and Fatbeam, LLC (“Fatbeam” or the “Purchaser”) (together with LXI, “Applicants”) respectfully request approval by the Idaho Public Utilities Commission (“Commission”) for LXI to assign its Certificate of Public Convenience and Necessity, Certificate No. 498, to provide local exchange telecommunications services in Idaho (the “Certificate”) to Fatbeam. Pursuant to an Asset Purchase Agreement dated as of November 3, 2020, Fatbeam will acquire substantially all of the assets of LXI, including the Certificate.

In support of this filing, Applicants provide the following information:

**I. DESCRIPTION OF THE APPLICANTS**

**A. LXI-CLEC, LLC**

LXI is an Idaho limited liability company with its corporate headquarters at 460 Main Ave S, Suite 10, Twin Falls, Idaho 83301. LXI is a competitive telecommunications company



that offers basic local exchange service in Idaho. LXI was granted Certificate No. 498 to provide local exchange telecommunications services in Idaho pursuant to Order No. 32057 issued in Docket No. LXI-T-10-01. LXI, however, does not currently serve end-user customers in Idaho.

**B. Fatbeam, LLC**

Fatbeam, founded in 2010, is a limited liability company organized under the laws of Washington. Fatbeam is the direct, wholly owned subsidiary of Fatbeam Holdings, LLC ("FB Holdings"), also a Washington limited liability company. Fatbeam and FB Holdings have corporate headquarters at 2605 W. Riverstone Drive, Suite 105, Couer d'Alene, Idaho 83814. Fatbeam is a provider of fiber-based network solutions to rural and mid-sized markets in the Western United States. Fatbeam connects over 40 cities across seven states, including Idaho, over 35,000 fiber miles, and offers services including wide area network and dedicated internet access. In Idaho, Fatbeam is registered as an Other Telecommunications Service Provider (ID FZ4-T).

Fatbeam and FB Holdings are subsidiaries of SDC FB Holdings, LLC ("SDC-FB"). SDC-FB is owned by investment funds controlled by an affiliate of SDC Capital Partners, LLC ("SDC"). SDC, a Delaware limited liability company, is a New York City-based private investment firm specializing in the IT and communications infrastructure sectors, including in network/fiber and wireless infrastructure. SDC's investment portfolio includes SummitIG, a dark fiber infrastructure provider to carriers, data center operators, content providers, and large enterprises; and Tilson, a provider of network deployment and professional services to telecom, construction, utility and government clients. SDC and the funds and entities that it manages or controls have principal offices at 817 Broadway, 10th Floor, New York, New York 10003.

SDC-FB is a Delaware limited liability company and is ultimately controlled through SDC's \$400 million fund, SDC Digital Infrastructure Opportunity Fund I, L.P., a Delaware limited partnership.



## II. CONTACTS

Questions or any correspondence, orders, or other materials pertaining to this filing should be directed to the following:

Tamar E. Finn  
Brett P. Ferenchak  
Morgan Lewis & Bockius LLP  
1111 Pennsylvania Ave., N.W.  
Washington, DC 20004  
202-739-3000 (tel)  
202-739-3001 (fax)  
[tamar.finn@morganlewis.com](mailto:tamar.finn@morganlewis.com)  
[brett.ferenchak@morganlewis.com](mailto:brett.ferenchak@morganlewis.com)

### With a copy to LXI:

Nate Bondelid, President  
Tek-Hut, Inc.  
10350 West Emerald St.  
Boise, ID 83704  
[nate@tek-hut.com](mailto:nate@tek-hut.com)

### With a copy to Fatbeam:

Kim Devlin  
Fatbeam  
2065 W Riverstone Dr., Ste 202  
Coeur d'Alene, ID 83814  
[anand.vadapalli@fatbeam.com](mailto:anand.vadapalli@fatbeam.com)

## III. DESCRIPTION OF THE TRANSACTION

Pursuant to the Asset Purchase Agreement by and among Fatbeam, Tekfinity, LLC, LXI, Tek-Hut, Inc., Random Investments LLC (Tekfinity, LLC, LXI, Tek-Hut, Inc. and Random Investments, LLC, collectively, the "Companies"), Nate Bondelid, Dallas Gray and Sellers' agent dated as of November 3, 2020, Fatbeam will acquire certain assets of the Companies (the "Transaction") including but not limited to the Certificate of LXI and other regulatory authorizations of the Companies, telecommunications equipment and facilities of the Companies, certain customer and vendor contracts of the Companies, and certain other rights and agreements between the Companies and third parties or government agencies (the "Acquired Assets").

## IV. PUBLIC INTEREST CONSIDERATIONS

Applicants respectfully submit that the proposed Transaction serves the public interest. Fatbeam will obtain valuable assets in Idaho, including LXI's Certificate, allowing it to provide robust, facilities-based services on a competitive basis to Idaho consumers and enterprises. As

stated above, LXI does not currently serve end-users in Idaho but does provide telecommunications facilities to the other Companies who provide other telecommunications and communications services to enterprises and government customers, primarily schools and libraries. Fatbeam will continue to provide services to the customers of the Companies upon completion of the Transaction.

The Transaction is expected to benefit Fatbeam's existing and prospective customers in Idaho. The Transaction is part of Fatbeam's planned network expansion in Idaho to enable Fatbeam to provide primarily fiber-based broadband services to more customers throughout the state. With the Companies' network, Fatbeam's existing and prospective customers will be able to obtain on-net services at multiple locations across a larger footprint. With the Companies' network, Fatbeam will be in a stronger position to compete with larger providers including incumbent local exchange carriers, cable providers, and other large regional and national broadband providers. As part of Fatbeam's regional network that provides a wider array of services to a more diverse set of customers, the Acquired Assets are expected to have greater utilization and to provide infrastructure expanding broadband connectivity to address the digital divide.

## **V. INFORMATION REQUIRED FOR CERTIFICATION OF FATBEAM, LLC**

### **1. Name, Address and Form of Business**

Fatbeam is a competitive telecommunications company that intends to offer basic local exchange service utilizing unbundled network elements obtained via an assignment of the appropriate interconnection agreement with the incumbent local exchange carrier ("ILEC"), Qwest. Fatbeam is a limited liability company organized under the laws of Washington. Fatbeam is the direct, wholly owned subsidiary of FB Holdings, also a Washington limited liability company. Fatbeam and FB Holdings have corporate headquarters at 2605 W. Riverstone Drive,



Suite 202, Couer d'Alene, Idaho 83814. A copy of Fatbeam's Certificate of Formation is attached as Exhibit 1 and Fatbeam's Certificate of Authority to transact business in Idaho is attached as Exhibit 2.

The name and address of Fatbeam's registered agent for service in Idaho is:

Kin Devlin  
2065 W. Riverstone Dr.  
Ste. 202  
Coeur d'Alene, ID 83814-5699

As a member managed limited liability company, Fatbeam does not have directors. The following officers of Fatbeam can be reached at Fatbeam's corporate headquarters:

Tony Perkins, COO  
Dusti Burmeister, CFO

Biographies for these officers are provided in Exhibit 3.

Fatbeam does not have any subsidiaries.

## **2. Telecommunications Service**

As stated above, Fatbeam currently is registered as an Other Telecommunications Service Provider (ID FZ4-T). Fatbeam currently provides facilities-based Internet access, private line and Wide Area Network services in Idaho.

Upon closing of the Transaction, Fatbeam intends to offer substantially the same services currently offered by LXI. Specifically, Fatbeam initially will utilize unbundled network elements to continue to offer local exchange telecommunications service to residential and business customers as outlined in its Illustrative Price List, attached hereto as Exhibit 4. In the future, Fatbeam may offer facilities-based local exchange telecommunications services.

## **3. Service Territory**

Fatbeam initially intends to offer basic local exchange services in the service territory of Qwest Corporation d/b/a CenturyLink. Fatbeam, however, seeks authority to provide basic local

exchange telecommunications services in all areas currently, or that become, open to competition, including but not limited to those areas currently served by CenturyLink and Frontier. Fatbeam does not seek to remove any exemption granted to a small or rural carrier pursuant to § 251(f) of the Federal Act, and therefore, Fatbeam does not seek to offer basic local exchange telecommunications services to customers in the service territories of small or rural carriers at this time.

Fatbeam expects to compete with CenturyLink.

Fatbeam owns certain fixed wireless and/or wireline facilities in the following areas of Idaho: American Falls, Athol, Bonners Ferry, Calder, Coeur d'Alene, Clark Fork, Dalton Gardens, Firth, Grangeville, Hayden, Hope, Ponderay, Post Falls, Rathdrum, Sandpoint, Spirit Lake, St. Maries, and Twin Falls. Pursuant to the Agreement, Fatbeam will acquire the fixed wireless and/or wireline facilities of LXI and its affiliates in South Central and South West Idaho, specifically Blackfoot, Burley, Caldwell, Jerome, Kimberly, Middleton, Mountain Home, Nampa, New Plymouth, Orofino and Twin Falls.

#### **4. Confidential Financial Information**

Fatbeam submits its financial information under seal in the form of CONFIDENTIAL Exhibit 5, attached hereto. Fatbeam seeks confidential treatment of the financial information pursuant to Rule 67 and the exemptions provided in the Public Records Act, Title 74, Chapter 1 of the Idaho Code. Fatbeam is a privately owned company whose financials are not released to the public. Fatbeam uses its best efforts to keep and maintain the confidentiality of the financial information, which contains highly proprietary and confidential financial or business information and data regarding Fatbeam's financial condition and business. The disclosure of this information and data to competitors or potential competitors would be detrimental to Fatbeam and provide



an unfair advantage to Fatbeam's competitors. Therefore, Fatbeam requests that the Commission accord confidential treatment to Exhibit 5 and not release it to the public.

#### **5. Illustrative Tariff or Price List Filing**

Fatbeam is filing an Illustrative Price List with this Application to detail the services to be offered under Title 62 authority in compliance with the appropriate Commission rules. (*See* Exhibit 4). This Price List is the same as the Price List of LXI currently on file with the Commission except for the name and address of the company.

#### **6. Company Contacts**

(a) The following person is responsible for consumer inquiries and complaints from the public:

Stacy Standy  
2065 W Riverstone Dr., Ste 202  
Coeur d'Alene, ID 83814  
208-758-7017  
stacy@fatbeam.com

(b) Toll-free number for customer inquiries: 888-402-3356

(c) Contact for the Commission Staff for resolving complaints, inquiries and matters concerning rates and price lists or tariffs:

Kim Devlin  
2065 W Riverstone Dr., Ste 202  
Coeur d'Alene, ID 83814  
208-758-7003  
kim@fatbeam.com

#### **7. Interconnection Agreement**

As part of the Transaction, LXI and Fatbeam plan to assign to Fatbeam the interconnection agreement, as amended, entered into between LXI and Qwest as approved by the Commission in Docket No. QWE-T-11-12.

### **8. Compliance with Commission Rules**

Fatbeam has reviewed all of the Commission rules and agrees to comply with said rules, as applicable, unless otherwise ordered.

### **9. Advance payments/deposits**

Fatbeam does not intend to require advance payments or deposits, therefore no escrow account has been or will be established for this purpose.

### **10. Conservation of Telephone Numbers**

Fatbeam acknowledges that to the extent it obtains numbering resources Fatbeam will be subject to numbering conservation measures including mandatory one thousand (1,000) block pooling. *See* Commission Order No. 30425. Fatbeam shall evaluate its numbering resources and donate to the numbering resource pool unused one thousand (1,000) number blocks and one thousand (1,000) number blocks that have fewer than ten percent (10%) of the telephone numbers assigned. As applicable, Fatbeam will file the necessary utilization reports with the numbering administrator and semi-annual report their number resource utilization/forecast (NRUF) data at the one thousand (1,000) block level for each rate center within their service territory.



VI. **CONCLUSION**

WHEREFORE, for the reasons set forth above, Applicants request the Commission grant all authority necessary for LXI to transfer its Certificate of Public Convenience and Necessity to Fatbeam as described herein.

Respectfully submitted,

*Brett P Ferenchak*

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Tamar E. Finn  
Brett P. Ferenchak  
Morgan Lewis & Bockius LLP  
1111 Pennsylvania Ave., N.W.  
Washington, DC 20004  
202-739-3000 (tel)  
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[brett.ferenchak@morganlewis.com](mailto:brett.ferenchak@morganlewis.com)

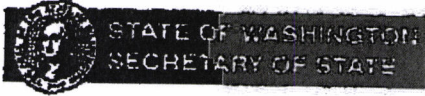
*Counsel for Applicants*

Dated: November 17, 2020

**EXHIBIT 1**

**Certificate of Formation for Fatbeam, LLC**





**Limited Liability Company**  
See attached detailed instructions

- Filing Fee \$180.00
- Filing Fee with Expedited Service \$200.00

07/02/10 1759989-001  
\$200.00 R #335152\_27809137  
id:1925110

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FILED  
SECRETARY OF STATE

JUL 02 2010

STATE OF WASHINGTON

UBI Number: 603-029-258

**CERTIFICATE OF FORMATION**

Chapter 25.15 RCW

**ARTICLE 1**

**NAME OF LIMITED LIABILITY COMPANY:**

fatbeam, LLC

*(Must contain one of the following designations: Limited Liability Company, Limited Liability Co or one of these abbreviations: L.L.C. or LLC)*

**ARTICLE 2**

**ADDRESS OF THE PRINCIPAL PLACE OF BUSINESS:**

Street Address 22274 East Bennett Lane City Liberty Lake State WA Zip 99019  
 PO Box \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**ARTICLE 3**

**EFFECTIVE DATE OF FORMATION:** *(Please check one of the following)*

- Upon filing by the Secretary of State
- Specific Date: \_\_\_\_\_ *(Specified effective date must be within 90 days AFTER the Certificate of Formation has been filed by the Office of the Secretary of State)*

**ARTICLE 4**

**TENURE:** *(Please check one of the following and indicate the date if applicable)*

- Perpetual existence
- Specific term of existence \_\_\_\_\_ *(Number of years or date of termination)*

ARTICLE 5

THE LIMITED LIABILITY COMPANY IS MANAGED BY:  Members or  Managers  
(see instructions)

ARTICLE 6

NAME AND ADDRESS OF THE WASHINGTON STATE REGISTERED AGENT:

Name: Gregory D. Green

Physical Location Address (required):

22274 East Bennett Lane

City Liberty Lake WA Zip Code 99019

Mailing or Postal Address (optional):

City \_\_\_\_\_ WA Zip Code \_\_\_\_\_

CONSENT TO SERVE AS REGISTERED AGENT:

I consent to serve as Registered Agent in the State of Washington for the above named Limited Liability Company. I understand it will be my responsibility to accept Service of Process on behalf of the Limited Liability Company, to forward mail to the Limited Liability Company, and to immediately notify the Office of the Secretary of State if I resign or change the Registered Office Address.

X  Gregory D. Green 07/01/10  
Signature of Registered Agent Printed Name Date

ARTICLE 7


NAME, ADDRESS AND SIGNATURE OF EACH EXECUTOR:

(if necessary, attach additional names, addresses and signatures)

Name: Gregory D. Green

Address: 22274 East Bennett Lane City Liberty Lake State WA Zip Code 99019

This document is hereby executed under penalties of perjury, and is, to the best of my knowledge, true and correct.

X  Gregory D. Green 7/1/10 5099998844  
Signature of Executor Printed Name Date Phone

Name:

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

This document is hereby executed under penalties of perjury, and is, to the best of my knowledge, true and correct.

X \_\_\_\_\_  
Signature of Executor Printed Name Date Phone



I, Kim Wyman, Secretary of State of the State of Washington and custodian of its seal, hereby certify the foregoing is a true and accurate copy of the record on file in this office.

JUN 27 2019 

Given under my hand and the Seal of the State of Washington in Olympia, the State Capital.

Total Pages: 2  

**EXHIBIT 2**

**Certificate of Authority to Transact Business for Fatbeam, LLC**



# State of Idaho

Office of the Secretary of State

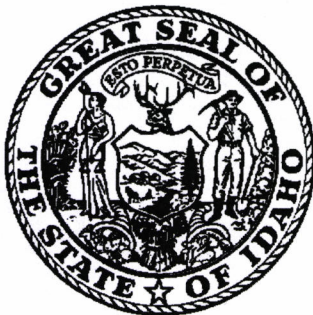
**CERTIFICATE OF AUTHORITY  
OF  
FATBEAM, LLC**

File Number W 94655

I, BEN YSURSA, Secretary of State of the State of Idaho, hereby certify that an Application for Certificate of Authority, duly executed pursuant to the provisions of the Idaho Uniform Limited Liability Act, has been received in this office and is found to conform to law.

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

Dated: July 6, 2010



*Ben Yursa*  
SECRETARY OF STATE

By *[Signature]*

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# APPLICATION FOR CERTIFICATE OF AUTHORITY FOR FOREIGN LIMITED LIABILITY COMPANY

(Instructions on back of application)

2010 JUL -6 PM 1:57

SECRETARY OF STATE  
STATE OF IDAHO

1. The name of the limited liability company is:

fatbeam, LLC

2. If the name of the limited liability company is not permissible or is not available in Idaho, the name the foreign limited liability company will use in Idaho is:

3. The jurisdiction under whose laws the limited liability company is formed is: Washington

4. The name and complete street address of the registered agent in Idaho is:

Shawn Swanby 721 South Lochsa Street, Post Falls, ID 83854

5. The street and mailing address of the limited liability company's principal office is:

721 South Lochsa Street, Post Falls, ID 83854

*Street Address*

*Mailing Address, if different*

6. The street and mailing address of the limited liability company's office in the jurisdiction under whose laws it is organized is:

22274 East Bennett Lane, Liberty Lake, WA 99019

*Street Address*

*Mailing Address, if different*

7. The name and mailing address of at least one member or manager:

Shawn Swanby 721 South Lochsa Street, Post Falls, ID 83854

8. The mailing address for future correspondence:

721 South Lochsa Street, Post Falls, ID 83854

9. Signature of an authorized person:

  
Authorized Signature

SHAWN SWANBY  
Typed Name

Secretary of State use only

Application of 12/20/09, 1/20/10, 2/20/10, 3/20/10, 4/20/10, 5/20/10, 6/20/10, 7/20/10, 8/20/10, 9/20/10, 10/20/10, 11/20/10, 12/20/10

IDAHO SECRETARY OF STATE  
07/06/2010 05:00  
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W 94655



UNITED STATES OF AMERICA

The State of Washington



Secretary of State

I, SAM REED, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF EXISTENCE/AUTHORIZATION OF FATBEAM, LLC

I FURTHER CERTIFY that the records on file in this office show that the above named Limited Liability Company was formed under the laws of the State of WA and was issued a Certificate Of Formation in Washington on 7/2/2010.

I FURTHER CERTIFY that as of the date of this certificate, FATBEAM, LLC remains active and has complied with the filing requirements of this office.

Date: July 2, 2010

UBI: 603-029-258



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Sam Reed

Sam Reed, Secretary of State

### **EXHIBIT 3**

#### **Biographies of Fatbeam Officers**

##### **Anand Vadapalli, CEO**

Anand serves as Board Chair and Interim CEO for Fatbeam. Anand's professional experience includes 25 years in the telecom sector with several firms including Alaska Communications, Valor Telecom, Cincinnati Bell / Broadwing.

##### **Dusti Burmeister, CFO**

Dusti Burmeister joined Fatbeam as CFO in the fall of 2016. She has over 20 years of diverse experience in accounting and finance, of which 7 were spent in Silicon Valley working for both public and privately held companies.

##### **Tony Perkins, COO**

With over 17 years of experience in constructing and managing fiber assets, as well as information technology management, Tony Perkins joined Fatbeam in 2018 as Chief Operating Officer. His prior experience in telecom includes work with United Private Networks.



**EXHIBIT 4**

**Proposed Price List**

**BASIC LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

**FURNISHED BY:**

**FATBEAM, LLC**

2065 W. Riverstone Drive, Suite 202  
Coeur d'Alene, ID 83814

**Customer Service & Idaho Public Utilities Commission Contact:**

**Kim Devlin**

2065 W. Riverstone Drive, Suite 202  
Coeur d'Alene, ID 83814  
208-758-7003 kim@fatbeam.com

This price list contains rates, terms and conditions applicable to the sale of basic local exchange telecommunications services provided by Fatbeam, LLC within the State of Idaho

Issued Date: November 17, 2020

Issued By: Fatbeam, LLC  
2605 W. Riverstone Drive, Suite 202  
Coeur d'Alene, Idaho 83814

EFFECTIVE DATE: \_\_\_\_\_



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Issued Date: November 17, 2020

Issued By: Fatbeam, LLC

2605 W. Riverstone Drive, Suite 202

Coeur d'Alene, Idaho 83814

EFFECTIVE DATE: \_\_\_\_\_

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Issued Date: November 17, 2020

Issued By: Fatbeam, LLC  
 2605 W. Riverstone Drive, Suite 202  
 Coeur d'Alene, Idaho 83814

EFFECTIVE DATE: \_\_\_\_\_



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Issued Date: November 17, 2020

Issued By: Fatbeam, LLC

2605 W. Riverstone Drive, Suite 202

Coeur d'Alene, Idaho 83814

EFFECTIVE DATE: \_\_\_\_\_

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Issued Date: November 17, 2020  
Issued By: Fatbeam, LLC  
2605 W. Riverstone Drive, Suite 202  
Coeur d'Alene, Idaho 83814

EFFECTIVE DATE: \_\_\_\_\_



**I. DEFINITIONS**

Access Line

The circuit that travels from Qwest Communication's Central Office to the Subscriber's premise terminating at the Network Interface Device (NID), which provides direct Subscriber access to the Local Exchange and the toll switching networks.

Basic Local Exchange Service

The provision of Access Lines to Residential and Small Business Customers with the associated transmission of two-way interactive switched voice communication within a Local Exchange Calling Area.

Central Office

Central Office means a telephone company building where Subscribers' lines are joined to switching equipment for connecting other subscribers to each other, locally and long distance.

Circuit

A channel used for the transmission of electrical energy in the furnishing of telephone service.

Company

Fatbeam, LLC

Connecting Company.

A corporation, association, partnership, LLC, or individual owning or operating one or more Exchanges and with who traffic is interchanged.

Contract

The service agreement between a Subscriber and the Company under which services and/or facilities are furnished in accordance with the provisions of the applicable Price List.

Issued Date: November 17, 2020

Issued By: Fatbeam, LLC

2605 W. Riverstone Drive, Suite 202

Coeur d'Alene, Idaho 83814

EFFECTIVE DATE: \_\_\_\_\_

**I. DEFINITIONS (Continued)**

Customer

See "Subscriber", below.

Customer Provided Equipment (CPE)

Devices, apparatus and their associated wiring provided by a Subscriber for use with facilities furnished by the Company.

Direct Dialing

The capability for a Subscriber to dial anywhere in the United States with a series of numbers without operator assistance.

Exchange

A geographic area established by a common communications carrier for the administration and pricing of telecommunications services in a specific area that usually includes a city, town or village. An exchange consists of one or more Central Offices and their associated facilities.

Extension Station

An additional station connected on the same circuit as the main station and having the same telephone number as the main station.

Extra Listing

Any listing of a name or information in connection with a Subscriber's telephone number beyond that to which he is entitled in connection with his regular service.

Installation Charge

A non-recurring charge made for the placing or furnishing of telephone equipment, which may apply in place of or in addition to Service Connection Charges and other applicable charges for service or equipment.

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**I. DEFINITIONS (Continued)**

Local Channel

That portion of a channel which connects a Station to the interexchange channel; it also applies to a channel connecting two or more Stations within an Exchange Area.

Local Exchange Service

Telephone service furnished between a Telephone Station and the Telephone Station(s) of others located within the same Local Service Area.

Local Message

A communication between telephone Stations within the same Exchange Area.

Local Service Area

That geographical area throughout which a Subscriber obtains telephone service without the payment of a toll charge.

Main Station

Synonymous with Primary Station.

Premise

All of the building or the adjoining portions of a building occupied and used by the Subscriber; or all of the buildings occupied and used by the Subscriber as a place of business or residence, which are located on a continuous plot of ground not intersected by a public highway or thoroughfare.

Price List

The document filed by the Company with the Idaho Public Utilities Commission which lists the Basic Local Exchange Service offered by the Company and the associated prices.

Primary Station

Synonymous with Main Station.

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**I. DEFINITIONS (Continued)**

Private Branch Exchange (PBX)

An arrangement of equipment used by a Subscriber and connected directly to a Central Office by means of trunk access lines, from which connection is made to Stations at various locations or Subscriber premises, thereby providing telecommunications between these Stations and also communication with the general exchange system.

Private Line

A circuit provided to furnish communication only between two or more telephones directly connected to it, and not having connection with either a Central Office or PBX switching apparatus.

Residential Customer/Subscriber

Person to whom telecommunication services are furnished at a dwelling and which are used for personal or domestic purposes and not for business, professional or institutional purposes.

Small Business Customer/Subscriber

A business entity, whether an individual, partnership, corporation or any other business form, to whom telecommunication services are furnished for occupational, professional or institutional purposes, and which business entity does not subscribe to more than five (5) Access Lines which are billed to a single billing location.

Station

(See Telephone, herein.)

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**I. DEFINITIONS (Continued)**Subscriber

A person or business entity subscribing to Fatbeam, LLC's Basic Local Exchange Telephone Service. As used in this Price List, a separate Subscriber is involved at each location, or continuous property, where service is furnished. One individual or firm therefore may be considered as two or more separate Subscribers, even in the same Exchange. The privileges, restrictions, and rates established for a Subscriber to any class of service are limited to the service at one location; no group treatment of service at separate locations furnished to one individual or firm, is contemplated or to be implied, except when definitely provided for in the schedules.

Telephone

A suitable instrument, consisting of a transmitter, receiver, and associated apparatus, that permits transmitting of and receiving telephonic messages when connected to the Public Switched Telephone Network (PSTN).

Tie Trunk

A circuit connecting two PBX systems for the purpose of intercommunicating between the Stations connected with such PBX switching apparatus. The circuit is not intended to provide for general exchange service through either of the PBX systems with which it connects.

Toll Message

A message from a calling Station to a Station located in a different Local Service Area.

Toll Service

Telephone service rendered by the Company between patrons in different Local Service Areas in accordance with the rates specified in the Company's Toll Price List.

Trunk

A telephone communication channel between (a) two ranks of switching equipment in the same Central Office, (b) between Central Office units in the same switching center, or (c) between two switching centers.

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**II. GENERAL RULES AND REGULATIONS****A. APPLICATION**

The rules and regulations specified herein apply to the intrastate services and facilities of Fatbeam, LLC hereinafter referred to as "the Company". Failure on the part of the Subscribers to observe these terms and conditions of the Company, after due notice of such failure, automatically gives the Company the authority to discontinue the furnishing of service.

The Company is only responsible under this Price List for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate and terminate its own services, or to communicate with its own customers.

The Company hereby reserves its right to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

**Exchange Service Areas**

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LEC: Qwest d/b/a CenturyLink.

**B. EXPLANATION OF SYMBOLS**

- [C]** Signifies a changed regulation.
- [D]** Signifies a discontinued rate, treatment or regulation.
- [I]** Signifies an increased rate or new treatment resulting in increased rate.
- [N]** Signifies a new rate, treatment or regulation.
- [R]** Signifies a reduced rate or new treatment resulting in reduces rates.
- [T]** Signifies a change in text but no change in rate, treatment or regulation.

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**II. GENERAL RULES AND REGULATIONS [Continued]****C. OBLIGATION OF COMPANY**

## 1. Availability of Facilities

The Company's obligation to furnish telephone service is dependent upon its ability to secure suitable facilities and to provide such service without unreasonable expense.

(A) The Company reserves the right to limit 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 is limited to the capacity of the Company's facilities as well as the facilities the Company may maintain from other carriers to furnish service from time-to-time as required in the sole discretion of the Company.

## 2. Allowances for Interruptions in Service

## 2.1 General

(A) Credit for Interruptions: When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, pursuant to IDAPA 31.41.01 Rules 502 and 503 subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption, whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

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**II. GENERAL RULES AND REGULATIONS (Continued)****C. OBLIGATION OF COMPANY (Continued)****2.1 General (Continued)**

(B) For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied pursuant to IDAPA 31.41.01 Rules 502 and 503 based on the rates specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up at the next whole 24 hours.

(C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

(D) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

**2.2 Limitations of Allowances**

No credit allowance will be made for any interruption in service:

(A) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of the company;

(B) interruptions due to the negligence of any person other than the Company including, but not limited to, the Customer connected to the Company's facilities;

(C) interruptions due to the failure or malfunction of non-Company equipment;

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**II. GENERAL RULES AND REGULATIONS (Continued)****C. OBLIGATION OF COMPANY (Continued)****2.2 Limitations of Allowances (Continued)**

- (D) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (E) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (F) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (G) interruption of service due to circumstances or causes beyond the control of the Company.

**3. Directory Errors and Omission**

The Company endeavors to correctly list Subscribers, their telephone numbers and other information in the local telephone directory.

The Company's liability arising from errors or omissions in Directory Listings, other than charged listing, shall be limited to the amount of actual impairment of the Customer's service and in no event shall exceed on-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.

**4. Defacement of Premises**

The Company will repair or replace any defacement or damage of property due to installation, existence, or removal of Company property, when the damage is the result of gross negligence or the willful conduct of the Company.

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**II. GENERAL RULES AND REGULATIONS (Continued)****C. OBLIGATION OF COMPANY (Continued)****5. Adjustment of Charges**

In case of over-billing, a refund will be made by the Company for the full amount of excess charges when the amount can be determined; when the amount cannot be determined from available records, the maximum refund will not exceed the estimated over-billing over a three-year period.

In case of under-billing, the Company reserves the right to back-bill for the deficiency charges up to a period of three years.

**6. Limitation of Obligation with Respect to Privacy Concerns**

The Company shall be held harmless by the Subscriber in cases where the Subscriber's telephone number is transmitted via the Caller ID CLASS Feature to another Subscriber who subscribes to service, and the Subscriber has not blocked the transmission of his/her telephone number.

**7. With respect to Emergency Number 911 Service:**

- (A) This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installations, operations, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- (B) The Company is not responsible for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or

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**II. GENERAL RULES AND REGULATIONS (Continued)****C. OBLIGATION OF COMPANY (Continued)****2.7. With Respect to Emergency Number 911 Service (Continued)****(B) (Continued)**

name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

2.8. When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party.

**2.9. Notification of Service-Affecting Activities**

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' services. 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 cable damage, notification to the Customer may not be possible.

THE EXCULPATORY LANGUAGE CONTAINED IN THIS PRICE LIST DOES NOT CONSTITUTE A DETERMINATION BY THE COMMISSION THAT A LIMITATION OF LIABILITY IMPOSED BY THE COMPANY SHOULD BE UPHELD IN A COURT OF LAW. ACCEPTANCE FOR FILING BY THE COMMISSION RECOGNIZES THAT IT IS A COURT'S RESPONSIBILITY TO ADJUDICATE NEGLIGENCE AND CONSEQUENTIAL DAMAGE CLAIMS. IT IS ALSO THE COURT'S RESPONSIBILITY TO DETERMINE THE VALIDITY OF THE EXCULPATORY CLAUSE.

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**II. GENERAL RULES AND REGULATIONS (Continued)****D. USE OF SERVICE AND FACILITIES****1. Ownership and Use of Equipment**

All equipment and lines furnished by the Company are the property of the Company unless otherwise specified. Company agents or employees shall have the right to enter Subscriber premises at any mutually agreed upon reasonable hour to install, maintain or remove, as appropriate, Company equipment.

The Company may refuse to install or maintain any service at locations that are hazardous to Company employees. If such service is furnished, the Subscriber may be required to install and maintain such service, holding the Company harmless from any claims for damage by reason of the installation and maintenance of this service.

**2. CPE Interconnection Policy**

CPE may be used and Subscriber provided communication systems may be connected with the facilities furnished by the Company for telecommunications services subject to the terms and conditions outlined in other parts of this Price List. In case any unauthorized attachment is made, the Company shall have the right to disconnect, suspend, or terminate the service.

**3. Use of Subscriber Service**

Subscriber telephone service is furnished only for the use by the Subscriber and *bona fide* associates. The Company may refuse to install or permit such service to remain on premises of public or semi-public character.

(The equipment may be installed at such locations provided the service is located so it is not accessible for public use.)

**4. Tampering with Equipment**

The Company may refuse to furnish telephone service when Company equipment shows any evidence of tampering for the purpose of obtaining service without payment of charges applicable to the service rendered by the Company.

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**II. GENERAL RULES AND REGULATIONS (Continued)**

**D. USE OF SERVICE AND FACILITIES (Continued)**

5. Use of Improper Language or Impersonation of Another

The Company may refuse service to anyone who uses or permits abusive or obscene language over Company facilities or impersonates another individual with fraudulent or malicious intent

6. Indiscriminate Use of Facilities

The Company may refuse to furnish service or require upgrading of services provided to any Subscriber who allows indiscriminate use of Company facilities except in case of emergency.

7. Obligation of Caller ID Custom Calling Feature Subscribers

Under no circumstances should any Subscriber to the Caller ID Custom Calling Feature use telephone numbers delivered to him/her for purposes of marketing any service, or for the sale of the numbers to any interested party. Permitted uses of the number information received through the CID service are limited to: billing and collection, routing, screening, and completion of the originating caller's core transaction, or for services directly related to the originating caller's call or transaction.

Caller ID information may be used only to market goods and services to the Subscriber's existing customers and only to market goods and services of the Subscriber's that are directly related to those the existing customer already uses.

Notification of illegal procedures having been given herein, the Company shall be held harmless by all parties in cases where Subscribers of the Company use this information in an unauthorized manner, as described above.

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**II. GENERAL RULES AND REGULATIONS (Continued)****E. ESTABLISHMENT AND FURNISHING OF SERVICE****1. Application for Service**

Application for service must be made on the Company's standard form, which becomes a contract when accepted in writing by the Company or upon establishment of service. The person or entity submitting an application for service is hereafter referred to as "Applicant". The conditions of such contracts are subject to all provisions of this and other applicable Price Lists. Requests for additional service maybe made orally, if provided for in the original contract, and no advance payment will be required. A move within the Exchange Area is not considered grounds for termination of the contract.

**2. Telephone Numbers**

The Company may change the telephone number or Central Office designation of a Subscriber whenever it is required WITH consent FROM THE SUBSCRIBER and 30 days advance written notice.

**3. Alterations**

The Subscriber agrees to notify the Company of any alterations that will necessitate changes in the Company's wiring; and the Subscriber agrees to pay the Company's current charges for such changes. The Subscriber can change the inside wiring up to the demarcation point.

**4. Payment of Service**

The Subscriber is required to pay all charges for services rendered by the Company, both exchange and toll, in accordance with provisions contained elsewhere in this Price List. The Subscriber is responsible for all charges for services rendered at his/her telephone, including collect charges.

**5. Maintenance and Repairs**

The Company shall bear the expense of all repair and maintenance of its facilities, except where damage or destruction of its facilities is due to the gross neglect of the Subscriber. The Subscriber may not rearrange, remove or disconnect any Company facilities without consent of the Company.

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**II. GENERAL RULES AND REGULATIONS (Continued)**

**E. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)**

**6. Line Extensions**

The Company will extend the Subscriber's line from the point of demarcation to one qualified inside phone jack.

Additional jack wiring will be done at a flat rate of \$100.00 per jack, plus materials.

**7. Reconnection Charge**

Where service has been terminated by the Company, the regular nonrecurring charges shall apply for reconnection of service.

**F. TELEPHONE DIRECTORIES**

Reserved

**G. ESTABLISHMENT OF DEPOSITS**

No deposits are required at this time.

**H. MINIMUM CONTRACT PERIODS AND TERMINATION OF SERVICE**

**1. Minimum Contract Periods**

Except as hereinafter provided, the minimum contract period for all services and facilities are one month at the same location.

The Company may require a minimum contract period longer than one month at the same location in connection with special (non-standard) types of service or arrangements of equipment, or for unusual construction necessary to meet special demands, and involving extra cost.

**2. Termination of Service**

The Company shall comply with all applicable Commission rules relating to the denial, restriction and notification processes before denying, restricting or terminating a Subscriber's service. Specifically, the Company shall abide by Telephone Customer Relations Rules 301 through 314. IDAPA 31.41.01.301 – 314.

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**II. GENERAL RULES AND REGULATIONS (Continued)****I. PAYMENT FOR SERVICE AND FACILITIES**

The Subscriber shall pay for service and facilities monthly in advance, except units of government, and shall pay for Moves and Changes when billed. Failure to receive a bill does not relieve the Subscriber of the responsibility for payment in accordance with the provisions set forth herein.

All bills for service are due and payable at the office of the Company on or before the fifteenth (15<sup>th</sup>) day following the postmarked date of the statement for the month in which the bill is rendered.

**J. SPECIAL SERVICES AND FACILITIES**

Special services and facilities not ordinarily used in the furnishing of Basic Local Exchange Service and not otherwise provided for by the Price List schedules of the Company may be furnished or leased pursuant to special contract for such special service or facility for such period as may be agreed upon, provided such special service or facility or the use made thereof is not unlawful and does not interfere with the general telephone service furnished by the Company. Special services are provided for each individual Applicant as a custom-engineered system to satisfy and provide for the needs of that Subscriber. Applicable charges will be determined by the Company for each individual system. In the event any such special service or facility or the use made thereof interferes with the furnishing of the telephone service by the Company, the Company may terminate such contract and cease to furnish such special service or facility after thirty (30) days written notice to the Subscriber.

**K. FLEXIBLE PRICING**

Notice to Customers of rate changes shall be made in accordance with Idaho Code 62-606. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved. A Customer can request that the Company disconnect service that is provided under the Flexible Pricing due to a price increase. The Customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the Customer notifies the Company of its desire to disconnect service within 20 days of receiving notification of the price increase.

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**III. NETWORK ACCESS LINE SERVICE**

**A. RATES**

Residential Customer Service

\$50.00/ month; paid in advance

Includes Call Waiting, Caller ID, unlimited local and nationwide long distance calling

Small Business Customer Service

\$60.00/month; paid in advance

Includes Directory Listing, Caller ID, unlimited local and nationwide long distance calling

**B. SPECIAL PROMOTIONS**

From time to time, the Company may offer special promotions to its Basic Local Exchange Service Subscribers. These offerings will generally consist of a reduced price, a waiver of installation charges, or a free service with a purchase of another service. These offerings may be limited to certain dates and locations, and will be for limited time periods. When such an offering is made, the Commission will be notified and a copy of the offering will be provided to them.

**C. CONDITIONS**

The above rates apply to the provision of network Access Lines which, when connected to a dial tone-enabled instrument ("Phone"), provide access to the telephone switched network.

Telephones must be provided by the Subscriber.

Additional instruments may be attached to network Access Lines upon Company approval. The Company reserves the right to limit the number of instruments connected to an Access Line if they cause interference with the normal operation of the line.

Dial tone service is provided only where the facilities are available.

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**III. NETWORK ACCESS LINE SERVICE (Continued)**

**C. CONDITIONS (Continued)**

Small Business Customer Rates Apply:

- At any location where activities are of a business, trade or professional nature.
- At any location where the listing of service at that location indicates a business, trade or profession.
- Where only one network Access Line is provided at a location, which is both a residence and a business.
- At schools, hospitals, libraries, churches and other similar institutions. Residential Customer

Rates Apply:

- In private residences where business listings are not provided and telephone service is not used for the conduct of business.
- In the place of residence of a clergyman, physician, or other medical practitioner provided the Subscriber does not maintain an office in the residence.

**A. SERVICE ORDER INSTALLATIONS**

Nonrecurring Charge

Premise Visit Schedule A

(Applicable Monday – Friday; 8 a.m. – 5 p.m.)

- First 15 minutes or fraction thereof \$65.00
- Each additional 15-minute increment or fraction thereof \$25.00

Premise Visit Schedule B

(Applicable Monday – Friday at hours other than Schedule A and Saturday.)

- First 15 minutes or fraction thereof \$70.00
- Each additional 15-minute increment or fraction thereof \$25.00

Premise Visit Schedule C

(Applicable to work performed Sundays & Holidays.)

- First 15 minutes or fraction thereof \$75.00
- Each additional 15-minute increment or fraction thereof \$30.00

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**IV. SERVICE CONNECTION, MOVE AND CHANGE CHARGES (Continued)**

**A. SERVICE ORDER INSTALLATIONS (Continued)**

**Schedule C Holidays:**

**Day Observed:**

New Year's Day	January 1
Memorial Day	Last Monday of May
Independence Day	July 4th
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25th

**B. TRENCHING & BURIED WIRE SERVICE**

**Nonrecurring Charge**

Trenching (includes cost of buried wire used)

• 1 – 300 feet	\$545.00
• 301 – 600 feet	\$1,035.00

Buried Service Wire

• Three Pair, per 10 feet	\$2.50
• Three pair, gopher-protected, per 10 feet	\$3.00
• Six pair, per 10 feet	\$3.50
• Six Pair, gopher-protected, per 10 feet	\$4.00

**C. DEFINITIONS**

**Service Order**

Applicable to work done in receiving, recording and processing information necessary to execute a Subscriber's request for the establishment of service. It is also applicable for Subscriber's request for additions, moves or changes to existing service.

**Premise Visit**

Applicable if a Company employee must visit the Subscriber's premises to move or change a service drop or standard network interface at the Subscriber's request. Not applicable when a Company employee is on the Subscriber's premises for any other business purpose.

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**V. DIRECTORY ASSISTANCE SERVICE**

**A. RATES**

Per each Directory Assistance Call - \$1.50

**B. CONDITIONS**

1. The above charge will apply to each call to a directory assistance operator requesting information for locations within the Company's service area.
2. The charge will apply regardless of whether or not the operator is able to supply the requested information.
3. A maximum of one request for information will be allowed per directory assistance call.
4. Charges for Directory Assistance calls placed from Subscribers who have a reading, physical or visual handicap and thus are unable to use the Telephone Directory shall receive five (5) Directory Assistance Calls per month free of charge.
5. In the event a Subscriber obtains directory assistance service through fraudulent means, in addition to any other action authorized by this Price List, the Company may assess appropriate Directory Assistance charges on the Subscriber's regular telephone account.

**VI. CUSTOM CALLING FEATURES (CCF)**

**A. RATES (Monthly)**

	<u>Residence</u>	<u>Business</u>
Call Forwarding	No Additional Charge	No Additional Charge
Three-Way Calling	NAC	NAC
Speed Calling – 10 Number	NAC	NAC
Voice Mail	NAC	NAC
Call Forward No Answer	NAC	NAC
Call Forward Busy	NAC	NAC
Call Forward Busy/No Answer	NAC	NAC
Call Hold/Retrieve	NAC	NAC
Caller ID – Number Only	NAC	NAC
Do Not Disturb	NAC	NAC
Hot Line	NAC	NAC
Last Number Redial	NAC	NAC

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**VI. CUSTOM CALLING FEATURES (CCF) (Continued)**

**B. CONDITIONS**

- Custom Calling Features are available only to those Subscribers who are served from a Central Office equipped to provide such services.
- When a service is programmed for both Three-way Calling and Call Waiting, only one of the two may be activated at any one time.
- When a service is programmed for both Call Waiting and Call Forwarding only one of the two may be activated at any one time.

**C. DEFINITIONS**

Call Forwarding Variable (standard)

This service allows Central Office Subscribers to forward their phone calls to any phone number whether local or long distance.

Remote Call Forwarding (standard)

This service allows Central Office Subscribers to log in remotely to their phone and forward their phone to any phone number whether local or long distance.

Selective Call Forwarding (standard)

This service allows Central Office Subscribers to set call forwarding by time of day or date to any phone number whether local or long distance.

Find Me/Follow Me

This service allows Central Office Subscribers to have their phone ring up to nine other devices sequentially or simultaneously.

Three-Way Calling

Permits a telephone user to add a third party to an existing local or long distance call. It will also permit a telephone user to consult privately with a third party while holding the original call.

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EFFECTIVE DATE: \_\_\_\_\_



**VI. CUSTOM CALLING FEATURES (CCF) (Continued)**

**C. DEFINITIONS (Continued)**

Speed Calling

Permits placing local and long distance calls to pre-selected telephone numbers by dialing an abbreviated code. To add a number to the calling list the Subscriber uses his own telephone.

Call Forward Busy

Call Forward Busy allows a customer to preprogram a separate number for calls to forward to in the event their line is busy.

Call Forward No Answer

Call Forward No Answer allows a customer to preprogram a phone number for their line to forward to in the event they are unable to answer their phone line.

Caller ID

Caller ID will display the customers outgoing calls and display the customers' incoming calls.

Caller ID Block

Caller ID Block allows the customer to block their outgoing display by programming their phone prior to each call or they can set it permanently to block every call.

Priority Call

Priority Call allows customers to program in numbers of other parties they deem to have priority when calling their phone.

Selective Call Rejection

Selective Call Rejection allows customers to select phone numbers that they prefer not to receive calls and program those numbers into their phone.

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**VI. CUSTOM CALLING FEATURES (CCF) (Continued)**

**C. DEFINITIONS (Continued)**

Call Transfer

Call Transfer allows a customer to transfer a caller to another party both internally and externally or outside of their network.

**VII. DIRECTORY LISTINGS - NA**

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**VIII. LONG DISTANCE MESSAGE RESTRICTION-LOCAL EXCHANGE SERVICE**

**A. RATES**

Monthly Rate

Long Distance Message Restriction	Residence	NAC
	Business	NAC

**B. CONDITIONS**

1. Long Distance Message Restriction is an arrangement that permits Local Exchange Service line users to dial local service area calls but prevents the origination of long distance calls.

2. Long Distance Message Restriction is provided for use only on individual network access line service and only where the Subscriber has other network access line service on the same premises arranged for unrestricted use of the telecommunications network.

3. The acceptance of collect call messages is not restricted by this telecommunications network.

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**CONFIDENTIAL EXHIBIT 5**

**Financial Information**

**[CONFIDENTIAL – SUBMITTED UNDER SEAL]**


Fatbeam seeks confidential treatment of the financial information pursuant to Rule 67 and the exemptions provided in the Public Records Act, Title 74, Chapter 1 of the Idaho Code. Fatbeam is a privately owned company whose financials are not released to the public. Fatbeam uses its best efforts to keep and maintain the confidentiality of the financial information, which contains highly proprietary and confidential financial or business information and data regarding Fatbeam's financial condition and business. The disclosure of this information and data to competitors or potential competitors would be detrimental to Fatbeam and provide an unfair advantage to Fatbeam's competitors. Therefore, Fatbeam requests that the Commission accord confidential treatment to Exhibit 5 and not release it to the public.

## VERIFICATIONS

## VERIFICATION

I, Anand Vadapalli, state that I am the Board Chair and Interim Chief Executive Officer for Fatbeam, LLC (the "Company"); that I am authorized to make this Verification on behalf of the Company; and that the contents with respect to the Company are true and correct to the best of my knowledge, information, and belief.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 17th day of November, 2020.



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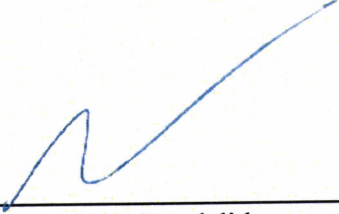
Name: Anand Vadapalli  
Title: Interim Chief Executive Officer  
Fatbeam, LLC



## VERIFICATION

I, Nate Bondelid, state that I am the President for LXI-CLEC, LLC (the "Company"); that I am authorized to make this Verification on behalf of the Company; and that the contents with respect to the Company are true and correct to the best of my knowledge, information, and belief.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 14th day of November, 2020.



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Name: Nate Bondelid  
Title: President  
LXI-CLEC, LLC