

# State of Idaho

Office of the Secretary of State

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IDAHO PUBLIC  
UTILITIES COMMISSION

**CERTIFICATE OF AUTHORITY  
OF  
EXTREME MEDIA TECHNOLOGIES, INC.**

File Number C 156427

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 Business Corporation Act, has been received in this office and is found to conform to law.

*EXT-t-05-01*

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: 14 September 2004



*Ben Yursa*  
SECRETARY OF STATE

By

*Sheryl D. ...*

Ext-7-05-01

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CERTIFICATE OF

FILED EFFECTIVE



ASSUMED BUSINESS NAME

Pursuant to Section 53-504, Idaho Code, the undersigned submits for filing a certificate of Assumed Business Name.

Please type or print legibly.

NOTE: See instructions on reverse before filing.

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SECRETARY OF STATE STATE OF IDAHO

1. The assumed business name which the undersigned use(s) in the transaction of business is:

XMT3

2. The true name(s) and business address(es) of the entity or individual(s) doing business under the assumed business name:

Name

Complete Address

Extreme Media Technologies

280 N Maple Grove Rd. Boise, Idaho 83704

C 1560427

3. The general type of business transacted under the assumed business name is:

- Services (checked), Retail Trade, Wholesale Trade, Manufacturing, Finance, Insurance, and Real Estate, Transportation and Public Utilities, Construction, Agriculture, Mining.

4. The name and address to which future correspondence should be addressed:

Extreme Media Technologies

280 N. Maple Grove Rd

Boise, Idaho 83704

Submit Certificate of Assumed Business Name and \$25.00 fee to:

Secretary of State 700 West Jefferson Basement West PO Box 83720 Boise ID 83720-0080 208 334-2301

5. Name and address for this acknowledgment copy is (if other than # 4 above):

Phone number (optional):

208 287-5501

Signature:

[Handwritten Signature]

(signature required)

Printed Name:

Kirk Adkison

Capacity/Title:

President

(see instruction # 8 on back of form)

Secretary of State use only

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IDAHO SECRETARY OF STATE 08/08/2005 05:00 CK: 5618 CT: 198990 BH: 904918 1 @ 25.00 = 25.00 ASSUM NAME # 2

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Ext-7-05-01

[COMPANY NAME]

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Schedule of

GENERAL REGULATIONS FOR EXCHANGE SERVICES

Applying to the Local Exchange

Services and Facilities of this Company

in the State of Idaho

[THIS IS A MODEL TARIFF THAT YOU MUST ADAPT TO FIT YOUR PURPOSES. YOU SHOULD REMOVE ANY PROVISIONS THAT YOU DO NOT INTEND TO MEET AND ADD ANY TERMS AND CONDITIONS THAT ARE NOT SPECIFIED HEREIN. WHEN COMPLETED, THIS TARIFF SHOULD REFLECT THE RATES, TERMS, CONDITIONS AND AVAILABILITY OF THE PRODUCTS AND SERVICES YOUR COMPANY INTENDS TO PROVIDE.]

[INSTRUCTIONS: WHEREVER YOU ENCOUNTER PHRASES TYPED IN ALL CAPITAL LETTERS AND ENCLOSED IN BRACKETS ([ ]), YOU MUST INSERT YOUR COMPANY-SPECIFIC INFORMATION AND DELETE THE CAPITALIZED AND BRACKETED PHRASES.]

CHECK SHEET

[MODIFY THIS SECTION TO INCLUDE ALL PAGES TRANSMITTED IN YOUR TARIFF.]

Current sheets in the price list are as follows:

Sheet Revision Sheet Revision

- 1 Original 31 Original
- 2 Original 32 Original
- 3 Original 33 Original
- 4 Original 34 Original
- 5 Original 35 Original
- 6 Original 36 Original
- 7 Original 37 Original
- 8 Original 38 Original
- 9 Original 39 Original

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#### APPLICATION OF PRICE LIST

Extreme Media Technologies (dba XMT3 Kirk Adkison, President) (hereinafter "The Company") has been authorized by the Idaho Public Utilities Commission (Idaho PUC) to provide competitive local exchange and interexchange services.

This price list sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local exchange services to residential and small business customers within the Boise, Meridian, Eagle, Star, Nampa, Caldwell, Twin Falls, and Burley, Idaho. The rates and rules contained herein are subject to change pursuant to the rules and regulations of the Idaho PUC.

#### EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS PRICE LIST

The following symbols shall be used as set out below to describe specific changes made to the original price list.

C Indicates a changed listing, rule, or condition, which may affect rates or charges

D Indicates discontinued material, including a listing, rate, rule or condition

I Indicates an increase

M Indicates that the material has been relocated to another part of price list schedules with no change in text, rate, rule or condition

N Indicates new material including listing, rate, rule or condition

R Indicates a reduction

S Indicates reissued matter

T Indicates a change in wording of text, but not a change in rate, rule or condition.

CONTACT INFORMATION

-  
Extreme Media Technologies

XMT3

280 N Maple Grove Rd Boise, Idaho 83704

info@xmt3.com

Phone: 208.287.5500

Fax: 208.375.8721

Email: Kirk@xmt3.com

Customer Contact -

For establishment of service, complaints and inquires regarding service and billing, or reporting or inquiring about network outages or service problems.

Customer Service: 1.877.649.1617

Maintenance: 1.877.649.1617

-

Commission Contact -

For complaints, inquiries and matters concerning rates and price lists.

Matters concerning customer service:

Michele Adkison

Phone: 208.287.5506

Fax: 208.375.8721

Email: Michele@xmt3.com

Matters concerning tariffs and regulatory affairs:

Kirk Adkison

President

Phone: 208.287.5501

Fax: 208.375.8721

Email: kirk@xmt3.com

## 1.0 DEFINITIONS

The following words and terms when used in this price list shall have the meaning set out by this section.

Access Lines: Telephone facilities which permits access to and from the Customer's premises and the telephone exchange or serving central office.

Advance Payment: A payment required before the start of service. Advanced payment may consist of any required construction cost, all appropriate non-recurring charges, and an estimate of the first month's recurring charges. Advance Payments will be applied to the first bill rendered by Company following implementation of services.

Agent: A business representative authorized by the Company to bring about, modify, affect, accept performance of, or terminate contractual obligations between the Company and its applicants or Customers.

Applicant: A person who applies for telecommunications service. Includes persons seeking reconnection of service after Company-initiated termination.

Application: A request made in writing for telephone service.

Authorized User: A person, firm or corporation that is authorized by the Company to be connected to the service of the Customer or joint user.

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

## 1.0 DEFINITIONS (Cont'd)

Central Office: Company facilities where subscriber lines are connected to each other through switching equipment for placing local and long distance telephone calls.

Company or Name of Company:

Customer or Subscriber: The person, firm or corporation that orders service and is responsible for the payment of charges for that service and for compliance with the Company's regulations related to that service.

Nonlisted Service: A directory listing service wherein a Customer is not listed in the published directory, but is listed in the directory assistance database.

Nonpublished Service: A directory listing service wherein a Customer is not listed in the published directory or in the directory assistance database.

Recurring Charges: The charges to a Customer for services, facilities and equipment, which recur monthly for the agreed upon duration of the service.

Residential Service: Telephone Service provided to customers when the actual or obvious use is for domestic purposes.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless the Customer refuses to accept service because it does not conform to the standards set forth in the Service Order or in this price list, in which case the Service Commencement Date is the date on which the Customer accepts service. The Company and the Customer may agree on a substitute Service Commencement Date.

Service Order: The written order for Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the obligations of the respective parties as set forth therein and pursuant to this price list; except that the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Small Business Service: Telephone service provided to businesses with five (5) or fewer lines.

## 2.0 REGULATIONS

### EXTREME MEDIA TECHNOLOGIES, INC. Terms and Conditions

- 1. Price and Payment.** (a) Customer is responsible for and agrees to pay Extreme Media Technologies, Inc., hereinafter referred to as "XMT3" for XMT3 Services (Services) at the rates specified on the Order Form or on an Addendum to the Order Form, or on any other amendment hereto executed by the parties. Services the parties agree to add hereto after the Effective Date shall be added to the Agreement at XMT3's list prices in effect at that time unless otherwise agreed by

XMT3. Usage charges including but not limited to above normal local use, inbound toll free, outbound non-local (long distance) calling, calling card calls and one-time charges shall be billed at the end of the month in which they are incurred. (b) Monthly recurring charges shall be billed in advance, in the month preceding the month to which charges apply. All charges are due and payable immediately upon Customer's receipt of XMT3's invoice. Failure to pay any sum when due may result in XMT3 issuing to Customer a five (5) day Service disconnect notice, interruption of Services or termination of this Agreement pursuant to Section 5. A charge of one and one-half percent (1.5%) of the amount owed shall be added to each full or partial month that payment is not made starting on the last day of the month of service invoice. (c) At XMT3 sole discretion at any time, XMT3 may require a Customer to pay XMT3 an advance payment which will be held for a sufficient period of time to establish a credit history for Customer. XMT3 may apply the advance payment against Customer's past due amounts. (d) Customer shall be liable to XMT3 for any costs incurred by XMT3 in enforcing any payment or other obligation of the Customer under this Agreement including, without limitation, collection agency costs, reasonable legal fees and court cost, if any.

2. **Use of XMT3 Services.** Customer agrees to adhere to the common practices of Acceptable Use policies of major Internet Service Providers. Unauthorized outbound telemarketing, SPAM, mass marketing via email or other actions that are deemed excessive or unacceptable will be viewed as a violation of Acceptable use and subject to termination of Service, suspension of Service or additional charges for each violation as determined by XMT3.
3. **Customer Premise Equipment (CPE).** Customer is responsible for the purchase, maintenance and service of any and all CPE. Customer will be charged a service fee if XMT3 is asked to test XMT3 Service and it is determined that the Service is functioning.
4. **Term.** The term of this Agreement shall commence upon the date of Customer's execution of the Order Form (Effective Date) and shall continue thereafter for the initial Term of Service as specified in the aforementioned Order Form. Following the expiration of the initial Term of Service, unless terminated in writing by the either party at least thirty (30) days prior to the initial expiration date, the Agreement will automatically renew for a one (1) year term with all pricing and fees and charges related to the Service being that currently offered by XMT3.
5. **Termination. By Customer:** (a) Customer may terminate portions of the Service(s) and substitute other Service(s) without incurring a termination charge(s) provided that the total monthly charge(s) for the substituted Service(s) are equal to or higher than the terminated Service(s). (b) Customer may terminate this Agreement if XMT3 fails to perform any material condition of the Agreement and such failure remains uncured for a period of thirty (30) days following XMT3's receipt of written notice from the Customer specifying the nature of such failure. In no circumstance shall Customer be relieved of its obligation to make payments for all unpaid and outstanding amounts due XMT3 that have been accrued as of the date of termination or expiration of the Agreement provided Customer shall pay in full all charges for Service(s) rendered through the termination date. **By XMT3:** Services may be terminated by XMT3 in the event Customer: (c) fails to perform any obligation to make payments under this

Agreement and such failure continues uncured for a period of thirty (30) days after Customer's receipt of written notice from XMT3 specifying the nature of the failure. (d) fails to perform any other material obligation under this Agreement and such failure continues uncured for a period of thirty (30) days after Customer's receipt of written notice from XMT3 specifying the nature of the failure. In the event Services are terminated pursuant to this Section 5, Customer shall be liable for all charges including, but not limited, to the monthly recurring charge for the Service for the remaining Term of the Agreement, collection agency costs, reasonable legal fees and court cost, if any. (e) Service(s) may be terminated by XMT3 in the event XMT3 determines that the Service(s) are no longer commercially feasible, provided that XMT3 shall give ninety (90) days written notice to the Customer prior to termination.

6. **Effect of Termination.** The termination or expiration of the Agreement shall not relieve Customer of its obligations under this Agreement, or any Order Form, including without limitation, Customer's obligation to make payments for all unpaid and outstanding amounts due XMT3 that have been accrued as of the date of termination or expiration of this Agreement.
7. **Indemnification.** Customer shall defend and indemnify XMT3 and its officers, directors, agents and employees from and against all third party claims, liabilities, damages, settlements, attorney's fees and expenses resulting from any breach by Customer of its representations, warranties and undertakings hereunder.
8. **Termination, Survival and Termination Liability.** Sections 1 and 4 and any XMT3 accrued rights to payment shall survive the termination or expiration of this Agreement. Neither party shall incur any liability whatsoever for any damage, loss or expenses of any kind suffered or incurred by the other (or for any compensation to the other) arising from or incident to any termination of this Agreement by such party which complies with the terms of the Agreement whether or not such party is aware of any such damage, loss or expenses.
9. **Confidentiality and Intellectual Property.** Each party agrees that it will not, directly or indirectly, during or after the Term, disclose in any manner, or use or permit others to use, any information or material regarding the disclosing party, any of its parent, subsidiary or affiliated companies, employees and/or businesses, which information or material compiled by obtained by, or furnished to the recipient party by the disclosing party. It is understood that the foregoing obligation shall not apply to any part of the information which: (a) is or becomes generally available to the public (other than by disclosure by the recipient party); or (b) becomes available to the recipient party on a non-confidential basis from a source which is entitled to disclose it to recipient party. The parties acknowledge and agree that any proprietary property or content, including any copyrights, trademarks, service marks, patents or other intellectual property, that has been or will be provided by either party to the other party shall remain the sole and exclusive property of the providing party, and no license or other interest with respect thereto is hereby granted to the other party except as expressly proved herein.

10. **Force Majeure.** XMT3 shall not be responsible for any nonperformance or delay in performance of any of its obligations under this Agreement due to any cause beyond its reasonable control.
11. **Taxes and Fees.** Customer shall pay any taxes and regulatory fees imposed on or based upon the provision or use of the Services.
12. **Limitation of Liability.** (a) XMT3 SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST INCOME OR LOST REVENUE (WHETHER SUCH DAMAGES WERE FORESEEM OR NOT AT THE TIME THIS AGREEMENT WAS ENTERED INTO) SUSTAINED OR INCURRED IN CONNECTION WITH THE EQUIPMENT AND SERVICES FURNISHED UNDER THIS AGREEMENT. THIS LIMITATION APPLIES TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT, INCLUDING BOTH THE ACTIVE AND PASSIVE NEGLIGENCE OF XMT3, OR ANY OTHER THEORY OF LIABILITY. (b) CUSTOMER'S EXECUTION OF THIS AGREEMENT CONSTITUTES A WAIVER OF RECOURSE TO THE VAR FOR ANY LIABILITY CLAIMED UNDER THIS AGREEMENT. (c) The liability of XMT3 for direct damages including, without limitation, injuries to persons and property, arising out of XMT3's performance hereunder, including mistakes, interruptions, delays, or defects in transmission during XMT3's provision of the Service(s), shall not exceed the amount equivalent to the proportionate charge to the Customer for the period of time during which such mistake, interruption, delay or defect in transmission adversely affects the Service(s). (d) XMT3 shall not be liable for any defacement or damage to Customer's premises or the equipment of Customer or others resulting from XMT3's furnishing of the Service(s) on such premises or by the installation or removal of any equipment included in the Service(s), unless such defacement or damage is the result of negligence of XMT3's agents or employees. (e) Customer hereby holds XMT3 and its agents and employees harmless from, and agrees to be responsible for, all losses, damages and liabilities resulting from unauthorized use of the Service(s), including Customer's toll free inbound long distance service number(s), if any. Customer shall not, without prior written consent of XMT3, transfer or sell any telephone numbers either toll free or other.
13. **Emergency 9-1-1 Services.** Customer agrees and acknowledges that due to the unique nature of portability and mobility of voice services provided over data networks (IP telephony) and including XMT3's Service(s), emergency 9-1-1 operator services is only available to the customer's reported address as listed on the quote and agreement for service. If the phone is moved to another location, other than the reported address, emergency response personnel will respond to the reported address unless specifically told otherwise. Customer agrees to defend, indemnify and hold XMT3 and XMT3 personnel harmless from any and all claims, damages, fines, penalties, and any other liabilities, including attorney fees, arising out of inaccuracy of any information or the inadequacy of any such procedure or personnel relating to the activation and implementation or provision of 9-1-1 services as related to Service(s). XMT3 and XMT3 personnel shall not be liable for civil damages to any person, corporation, or any other entity for any loss or damage caused by any act or omission in the design, development,

installation, maintenance or provision of 9-1-1 services other than an act or omission constituting gross negligence or willful misconduct.

14. **Telephone Directory.** Customer agrees and acknowledges that it is entitled to one (1) free listing in the Telephone Directory White Pages. Additional White Page Listings will incur both monthly and one time charges. The customer may request their phone numbers to be non-listed and non-published and XMT3 will do everything under its control to oblige those requests. Customer agrees to defend, indemnify and hold XMT3 and XMT3 personnel harmless from any and all claims, damages, fines, penalties, and any other liabilities, including attorney fees, arising out of inaccuracy of any information or the inadequacy of any such procedure or personnel relating to the activation and implementation or provision of placement of Customer's information into the telephone directory book(s) as related to Service(s). XMT3 and XMT3 personnel shall not be liable for civil damages to any person, corporation, or any other entity for any loss or damage caused by any act or omission in the design, development, installation, maintenance or provision of the placement of Customer's information into a telephone book(s) other than an act or omission constituting gross negligence or willful misconduct.
15. **Liquidated Damages.** Customer agrees that the termination charges specified in subsections 5(a) and 5(b) shall constitute liquidated damages and not a penalty since the precise amount of such damages cannot be determined in advance.
16. **Assignment.** This Agreement is not assignable by Customer without the prior written consent of XMT3 whose consent will not be reasonably withheld. XMT3 may subcontract any or all of the work to be performed by XMT3 under this Agreement but shall retain responsibility for the work subcontracted.
17. **General.** (a) If any term or provision of the Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term and provision hereof shall be valid and enforced to the fullest extent permitted by law. (b) This Agreement shall be construed in accordance with and governed by the State of Wyoming. (c) XMT3 and Customer each represent that it has the power and authority to enter into this Agreement. (d) This Agreement constitutes the entire Agreement.
18. **Service Level Guarantees.** The following service level guarantees combine to form XMT3 Service Level Agreement (SLA) for Service(s). Coverage under this SLA is initiated through the opening of a Service Ticket. Service Tickets are opened by Customer submission. Service Tickets may be opened proactively by XMT3 personnel. Customers shall retain records of all Service Tickets for tracking purposes and for submitting claims for credit under the terms of this SLA.

1.1 Definitions. The definitions applied to the following capitalized terms shall control for purposes of this document only.

(a) A Calendar Month@ shall refer to the period beginning at 12:00 midnight on the first day of a month and ending at 11:59PM on the last day of that month.

(b) A Monthly Average is calculated by taking the monthly aggregate of all response times of similar kind as reported by the customer and dividing by the total number of response times of similar kind.

1.2 Service Delivery. XMT3 provides activation of Service(s) on the Customer requested activation date. The date of activation is dependent upon Customer submission of information deemed necessary by XMT3 for delivery of service.

1.3 Mean Time to Respond. The mean time to respond to a service impacting issue is 30 minutes on a monthly average basis. XMT3 support personnel will respond by opening a Service Ticket either in response to a Customer request or upon automatic notification of XMT3's management systems.

1.4 Mean Time to Isolate. The mean time to isolate Service(s) impacting issues affecting Customer's Service(s) is within two (2) hours as calculated on a monthly average basis. Mean time to isolate will commence with the opening of a Service Ticket by Customer with XMT3 Support personnel and end upon the isolation of the service impacting issue by XMT3 Support personnel.

1.5 Mean Time to Repair. The mean time to repair Customer issues relating to XMT3 Service(s) is within four (4) hours as calculated on a monthly average basis. The mean time to repair will commence with the isolation of the issue as detailed in the Service Ticket and end upon the resolution and approved closure of the Service Ticket by the XMT3 Support personnel and Customer's authorized representative. The mean time to repair excludes Customer time to make requested Service(s) changes and/or reinstall equipment.

## 1.2 General Exclusions

2.1 Service downtime that the Customer did not report within five (5) business days.

2.2 Service outages not supported by or associated with Service Tickets.

2.3 Issues reported that are not under the control of XMT3 and/or do not impact XMT3 Service(s) including but not limited to Customer LAN issues, access bandwidth, service provider bandwidth, TAPI, IP phones, IP softphones, operating systems capability, software compatibility, Internet bandwidth, Customer provided equipment.

2.4 Issue for which Service Tickets are already open.

2.5 XMT3 Service(s) maintenance with prior notification.

2.6 Any emergency Service(s) maintenance.

2.7 Failure of Customer power, LAN equipment, Customer provided telephone equipment, facilities, access circuits to XMT3's Service(s), bandwidth or applications.

2.8 Service delivery delays due to carrier service providers' inability to deliver circuits and/or network elements.

2.9 Service outages identified due to carrier service providers' and/or Internet network.

2.10 Any unauthorized acts, use of the Service(s), errors or omissions by the customer affecting XMT3's ability to provide Service(s).

2.11 Reasons of Force Majeure such as natural disasters or Acts of God.

1.3 Billing Adjustment Specifications: In any one (1) month XMT3 does not meet its service level guarantees, Customer will be eligible to receive credits as follows:

3.1 A credit equal to 1/30 of the Customer's Monthly Recurring Charge (MRC), exclusive of any measured usage, for Service(s) for each day in which XMT3 Service(s) are affected by a failure to meet performance level specified by one or more of the service level guarantee.

3.2 A credit equal to 50% of one month of Customer's MRC, exclusive of any measured usage, for Service(s) in the event XMT3 Service(s) is unavailable to Customer's users for a period of twenty-four (24) consecutive hours.

3.3 A credit equal to 100% of one month of Customer's MRC, exclusive of any measured usage, for Service(s) in the event XMT3 Service(s) is unavailable to Customer's users for a period of forty-eight (48) consecutive hours.

3.3 Credit will be applied to the appropriate elements of the Service(s) affected.

3.4 In the event that claims under two or more service level guarantees are simultaneously made; a credit will be applied to the service level guarantee item resulting in the larger credit.

3.5 The credit will be posted on the monthly invoice following the customer's request for credit.

3.6 Credits will only be applied if requested by Customer in writing within five (5) business days of the reported incident(s) for which credit is requested.

## 2.1 Undertaking of the Company

### 2.1.1 Scope

2.1.1.2 The Company undertakes to furnish local exchange communications service pursuant to the terms of this price list.

2.1.1.2 The services offered herein may be used for any lawful purpose. There are no restrictions on sharing or resale of the Company's services. However, the Customer remains liable for all obligations under this price list even if such sharing or resale arrangements exist regardless of the Company's knowledge of these arrangements. If service is jointly ordered by more than one Customer, each is jointly and severally liable for all obligations.

2.1.1.3 The services the Company offers shall not be used for any unlawful purposes or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.1.1.4 Company services 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 any price lists of such other communications carriers.

2.1.1.5 The services of the Company are furnished for the transmission of voice communications but may also be used for data, facsimile, signaling, metering, or other similar communications, subject to the transmission capabilities of the technologies or combination of technologies available. Service is available twenty-four hours a day, seven days a week.

## 2.0 REGULATIONS (Cont'd)

### 2.2 Shortage of Equipment or Facilities

1. The furnishing of service under this price list is subject to the availability on a continuing basis of all facilities necessary to provide the service. Services will be provided using DSL, T1, DS3, OCN, Wireless, and Cable Broadband

### 2.3 Selection of Transmission

The Company selects and/or arranges for the channels and/or service components and underlying network facilities used to provide service. The Company may modify or change the channels, service components and underlying Company facilities or the underlying carrier at any time subject to Part 68 of the FCC's Rules and Regulations and this price list.

### 2.4 Notification of Service-Affecting Activities

The Company will provide the Customer with reasonable notification of service-affecting activities that may occur during the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive 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-affecting activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements. Notification to the Customer may not be possible with some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage.

### 2.5 Provision of Equipment and Facilities

2.5.1 The Company shall make a reasonable effort to provide service to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this price list.

2.5.2 The Company shall make a reasonable effort to maintain facilities that it furnishes to the Customer. The Customer shall not, and the Customer shall not permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

## 2.0 REGULATIONS (Cont'd)

### 2.6 Terms and Conditions

2.6.1 Service is provided on a minimum term basis of at least one month, using 24-hours per day for each day of the month. For purposes of this price list, a month is considered to have thirty days. All calculations of dates set forth in this price list shall be based on calendar days, unless otherwise specified herein.

2.6.2 This price list shall be interpreted and governed by the laws of the State of Idaho and the Rules issued by the Idaho Public Utilities Commission.

### 2.7 Non-routine Installation and Special Construction

#### 2.7.1 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply.

#### 2.7.2 Special Construction

Subject to the agreement of the Company, special construction of facilities may be undertaken on a reasonable effort basis at the request of the Customer. Special construction may include that construction undertaken:

- (a) where facilities are not presently available;
- (b) of a type other than that which the Company would normally utilize in the furnishing of its service;
- (c) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) in a quantity greater than that which the Company would normally utilize in the furnishing of its services;

- (e) on an expedited basis;
- (f) on a temporary basis until permanent facilities are available;
- (g) involving abnormal costs; or
- (h) in advance of normal construction.

## 2.0 REGULATIONS (Cont'd)

### 2.7 Non-routine Installation and Special Construction (Cont'd)

Special construction will be undertaken at the discretion of the Company consistent with budgetary responsibilities and consideration for the effect on Company's other Customers and contractual responsibilities.

2.7.3 If required by the Company, the Customer shall make an advance payment before services are furnished and such advance payment will be credited to the Customer's initial bill. The Company may require such an advance payment, in addition to a deposit, when additional costs are incurred to perform special or extraordinary construction to provide services required by the customer.

### 2.8 Ownership of Facilities

Title to all facilities and equipment, and related plans and proposals, provided by the Company in furnishing service remains with the Company, its agents or contractors. Such facilities and equipment, plans and proposals shall be returned to the Company by the Customer whenever requested, within a reasonable period following the request and in as good condition as reasonable wear will permit.

### 2.9 Rights-of-Way

Provisioning of the Company's services is subject to and contingent upon the Company's ability to obtain and maintain rights-of-way and access to public and private property necessary for installation of the facilities used to provide the Company's services to the Customer's service point as agreed to by the Company.

### 2.10 Liability

. (a) XMT3 SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST INCOME OR LOST REVENUE (WHETHER SUCH DAMAGES WERE FORESEEM OR NOT AT THE TIME THIS AGREEMENT WAS ENTERED INTO) SUSTAINED OR INCURRED IN CONNECTION WITH THE EQUIPMENT

AND SERVICES FURNISHED UNDER THIS AGREEMENT. THIS LIMITATION APPLIES TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT, INCLUDING BOTH THE ACTIVE AND PASSIVE NEGLIGENCE OF XMT3, OR ANY OTHER THEORY OF LIABILITY. (b) CUSTOMER'S EXECUTION OF THIS AGREEMENT CONSTITUTES A WAIVER OF RECOURSE TO THE VAR FOR ANY LIABILITY CLAIMED UNDER THIS AGREEMENT. (c) The liability of XMT3 for direct damages including, without limitation, injuries to persons and property, arising out of XMT3's performance hereunder, including mistakes, interruptions, delays, or defects in transmission during XMT3's provision of the Service(s), shall not exceed the amount equivalent to the proportionate charge to the Customer for the period of time during which such mistake, interruption, delay or defect in transmission adversely affects the Service(s). (d) XMT3 shall not be liable for any defacement or damage to Customer's premises or the equipment of Customer or others resulting from XMT3's furnishing of the Service(s) on such premises or by the installation or removal of any equipment included in the Service(s), unless such defacement or damage is the result of negligence of XMT3's agents or employees. (e) Customer hereby holds XMT3 and its agents and employees harmless from, and agrees to be responsible for, all losses, damages and liabilities resulting from unauthorized use.

## 2.0 REGULATIONS (Cont'd)

### 2.10 Liability (Cont'd)

#### 2.10.1 Exculpatory Clause

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

#### 2.10.2 Liability of the Company

### 2.11 Indemnification

- . Customer shall defend and indemnify XMT3 and its officers, directors, agents and employees from and against all third party claims, liabilities, damages, settlements, attorney's fees and expenses resulting from any breach by Customer of its representations, warranties and undertakings hereunder.

### 2.12 Conflicts Between Price List and Commission Rules

If this Price List contains provisions that deny or restrict a Customer's rights otherwise protected by Commission rules, Commission rules supersede any conflicting tariff or price list provisions that deny or restrict any of those rights, unless otherwise ordered by the Commission, court order, or statute.

### 2.13 Allowances for Interruptions in Service

A credit allowance will be given for interruptions of service, subject to the provisions of this section.

#### 2.13.1 Credit for Service Interruptions

A credit allowance will be made when an interruption in service occurs. An interruption in service is considered to exist when the local service quality deteriorates to such an extent that the customer cannot make local calls or

## 2.0 REGULATIONS (Cont'd)

### 2.13 Allowances for Interruptions in Service (Cont'd)

#### 2.13.1 Credit for Service Interruptions (Cont'd)

cannot receive local calls or cannot use the service for voice grade communications because of cross talk, static or other transmission problem.

An interruption period begins when the Customer reports a circuit, service or facility to be interrupted and releases it for testing.

2.13.1.1 The Company must restore service: within sixteen (16) hours after the report of the outage if the customer notifies the telephone company that the service outage creates an emergency; or

2.13.1.2 within 24 hours after the report of the outage if no emergency exists.

2.13.1.3 Outages reported between noon on Saturday and 6:00 p.m. on the following Sunday must be restored within forty-eight (48) hours or by 6:00 p.m. on the following Monday, whichever is sooner.

2.13.1.3 If the Company does not restore service within the times required by this paragraph, the Company will credit the customer's account for an amount equal to the monthly rate for one (1) month of basic local exchange service.

#### 2.13.2 Limitations on Allowances

No credit allowance will be made for:

2.13.2.1 interruptions due to the negligence of the Customer, or noncompliance with, or acts of omission regarding the provisions of this price list by the Customer, authorized user or joint user;

2.13.2.2 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;

2.13.2.3 interruptions of service during a 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; or

## 2.0 REGULATIONS (Cont'd)

### 2.13 Allowances for Interruptions in Service (Cont'd)

#### 2.13.2 Limitations on Allowances (Cont'd)

2.13.2.4 interruption of service due to circumstances or causes beyond the control of the Company and affecting large groups of customers.

### 2.14 Obligations of the Customer

2.14.1 The Customer shall provide at no charge, as specified by the Company, any personnel, equipment, space, power, heating and air conditioning needed to operate, and maintain a proper operating environment for the Company's facilities and equipment installed on the Customer's premises

2.14.2 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

2.14.3 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. Within ten days of receiving this 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.

### 2.15 Prohibited Uses

The Customer shall not use or allow the use of the Company's facilities or equipment installed at the Customer's premises for any purpose other than that for which the Company provides it, without the prior written consent of the Company.

## 2.0 REGULATIONS (Cont'd)

### 2.15 Prohibited Uses (Cont'd)

#### 2.15.1 Abuse

The abuse of Company Services is prohibited. Abuse includes, but is not limited to, the following activities:

(a) Using service to make calls that might reasonably be expected to frighten, torment, or harass another.

(b) Using service in such a way that it interferes unreasonably with the use of Company services by others.

#### 2.15.2 Fraudulent Use

The fraudulent use or the intended or attempted fraudulent use of service is prohibited and can result in the discontinuance of services as set out by this price list.

Fraudulent use consists of using or attempting to use service with the intent to avoid the payment, either in whole or in part, of the price listed charges for the service including but not limited to:

(a) rearranging, tampering with, or making connections not authorized by this price list to any network components used to furnish service; or

(b) using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices, or electronic devices.

### 2.16 Payments

#### 2.16.1 Customer Obligations

2.16.1.1 The Customer shall pay outstanding charges in full within 30 days of the invoice date. Charges normally will be invoiced in advance with the exception of long distance which is billed in arrears, with monthly recurring charges invoiced on or about the first of the month for which the charges apply. Amounts not paid within 30 days after the date of the invoice are considered delinquent.

## 2.0 REGULATIONS (cont'd)

## 2.16 Payments (Cont'd)

### 2.16.1 Customer Obligations (Cont'd)

2.16.1.2 The Customer shall pay all charges for use of the service by any persons whether or not authorized by the Customer, except in those instances where it has been determined that the Customer's present and former employees, agents and authorized users were not responsible for calls billed to the Customer via third party billing and the Company did not verify that the charges for the call would be accepted. The Customer is not responsible for unauthorized use of service to the extent such use is proximately caused by the Company's willful or negligent act.

### 2.16.2 Disputed Bills

2.16.2.1 Any Customer who disputes a portion of a bill rendered for Company services shall pay the undisputed portion of the bill and notify the Company that such unpaid amount is in dispute within thirty (30) days of receipt of the bill. If such notice is not received by the Company within thirty (30) days as indicated above, the Company shall consider the bill statement to be due and payable in full by the Customer. Payment of the amount due by the Customer does not constitute a waiver of the Customer's rights under the provisions of IDAPA 31.41.01.204 to challenge any billing amount due or paid to the Company.

2.16.2.2 In the event a Customer and the Company cannot resolve a billing dispute to their mutual satisfaction, the Customer may contact the Idaho PUC and proceed in accordance with the Idaho PUC's Rules. The address and telephone numbers for the Idaho PUC are:

Idaho Public Utilities Commission

P.O. Box 83720

Boise Idaho 83720-0074

334-0300 (within the local calling area)

1-800-432-0369 (from outside the local calling area)

## 2.0 REGULATIONS (cont'd)

### 2.16 Payments (cont'd)

#### 2.16.3 Payment Arrangements

2.16.3.1 When a Customer cannot pay a bill in full, the Company may continue to serve the Customer if the Customer and the Company agree on a reasonable portion of the outstanding bill to be paid immediately, and the manner in which the balance of the outstanding bill will be paid.

2.16.3.2 In deciding on the reasonableness of a particular agreement, the Company will take into account the Customer's ability to pay, the size of the unpaid balance, the Customer's payment history and length of service, and the amount of time and reasons why the debt is outstanding.

2.16.3.3 Payments are to be applied to the undisputed balance owed by the Customer. A Customer may designate how a payment insufficient to pay the total balance due shall be applied. If applicable, and in the absence of instructions from the Customer, a partial payment shall be allocated first to local exchange services. [See IDAPA.31.41.01 Rule 306.06.] Such payments shall be applied first to the oldest undisputed balances.

2.16.3.5 If a Customer fails to make the payment agreed upon by the date that it is due, the Company may, but is not obligated to, enter into a second payment arrangement.

2.16.3.7 A Customer's failure to pay for undisputed MTS charges billed by the Company may result in loss of 0+, 0- and 1+ dialing access to MTS services until such time as the customer pays the undisputed charges and applicable reconnection charges, if any.

2.16.3.8 Customer failure to pay undisputed charges for other services may result in discontinuance of those services.

## 2.0 REGULATIONS (cont'd)

### 2.17 Taxes, Charges, Fees

In addition to the rates and charges described in this price list, the Customer may be responsible for payment of taxes, charges or fees ordered by the Idaho PUC, the Idaho State Legislature, or local and county governments. When the Company is authorized to collect such taxes, charges or fees from the Customer, these taxes, charges and fees will be itemized separately on the Customer's bill.

### 2.18 Deposits

2.18.1 If the Company can prove that the Customer is likely to be a credit risk or to damage property of the Company, the Customer shall make a deposit before a service is furnished or continued. [SEE IDAPA 31.41.01, RULE 101.] Such deposit shall be held as a guarantee for the payment of charges. The Company may require such a deposit if the Company considers this action necessary to safeguard its interests. The deposit shall not exceed two (2) months' charges for local exchange service.

2.18.2.1 Interest on deposits held shall be payable and accrued at a rate set by the Idaho PUC under the provisions of IDAPA 31.41.01.106

2.18.2.2 When a service is discontinued the amount of any deposit held by the Company, plus accrued interest, will be applied to the Customer's account and any credit balance remaining will be refunded.

2.18.2.3 Customer's deposit will be returned, with accrued interest, when the customer has maintained good credit by making payments for all undisputed amounts due the Company before temporary or permanent disconnection for twelve (12) months. Any deposit, plus accrued interest, may be applied to the Customer's telephone account following completion of twelve months' satisfactory payment.

## 2.0 REGULATIONS (cont'd)

### 2.19 Refusal or Termination of Services

If the Company intends to deny an available service to an applicant, the Company will provide the applicant with a written explanation of its refusal to serve. The written explanation shall include:

- a) the reasons for denial of the service;
- b) actions the applicant may take in order to receive the denied service; and
- c) a statement that the Customer may file an informal or formal complaint concerning denial of the service with the Company or with the Idaho PUC.

#### 2.19.1 Grounds for Refusal to Establish Service

The Company may refuse to establish service if any of the following conditions exist:

2.19.1.1 the applicant has an outstanding amount due to the Company for similar utility services and the applicant is unwilling to make acceptable arrangements with the Company for payment;

2.19.1.2 a condition exists that, in the Company's judgment, is unsafe or hazardous to the applicant, the general population, or the Company's personnel, agents or facilities;

2.19.1.3 the applicant refuses to provide the Company with a deposit after having failed to meet the credit criteria for waiver of deposit requirements;

2.19.1.4 the applicant is known to be in violation of the Company's price lists filed with the Commission;

2.19.1.5 the applicant fails to furnish such funds, suitable facilities, and/or rights-of-way which have been specified by the Company as necessary to and a condition for providing service to the applicant; or

2.19.1.6 the applicant has falsified his/her identity for the purpose of obtaining service.

## 2.0 REGULATIONS (cont'd)

### 2.19 Refusal or Termination of Services (cont'd)

#### 2.19.2 Grounds for Termination with Written Prior Notice

Except as otherwise specified in this price list or Idaho PUC rules, the Company may, upon reasonable written notice to the Customer, discontinue services for any of the following reasons:

2.19.2.1 for nonpayment of any undisputed amounts owing to the Company;

2.19.2.2 for services provided to premises that have been vacated by the Customer;

2.19.2.3 for tampering with the Company's property;

2.19.2.4 for violation of rules, service agreements, or filed price lists;

2.19.2.5 for use of Customer equipment which adversely affects the Company's property, facilities, or service to its other Customers, or upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer, or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair; or

2.19.2.6 for fraudulent obtaining or use of service, including, but not limited to:

(a) providing false information to carrier the Company regarding the Customer's identity, address, creditworthiness, or current or planned use of common communications;

(b) using or attempting to use service by rearranging, tampering with, or making connection to the Company's service where not authorized by this price list;

(c) using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

(d) any other fraudulent means or device.

## 2.0 REGULATIONS (cont'd)

### 2.19 Refusal or Termination of Services (cont'd)

#### 2.19.3 Without Written Notice to the Customer

The Company may deny or discontinue the furnishing of any and/or all service(s) to a Customer immediately and without prior notice to the Customer and without the Customer's permission for one or more of the following reasons:

2.19.3.1 **Dangerous Condition.** A condition immediately dangerous or hazardous to the life, physical safety, or property exists, or it is necessary to prevent a violation of federal, state or local safety or health codes.

2.19.3.2 **Ordered to Terminate Service.** The Company is ordered to terminate service by any court, the Idaho PUC, or any other duly authorized public authority.

2.19.3.3 **Services Obtained Illegally.** The services(s) was (were) obtained, diverted or used without the authorization or knowledge of the Company.

2.19.3.4 **Customer Unable to be Contacted.** The Company has tried diligently to provide reasonable notice to the Customer, but has been unsuccessful in its attempt to contact the Customer.

2.19.3.5 **Misrepresentation of Identity.** The Customer has misrepresented the Customer's identity for purposes of obtaining telephone service and either does not have or has an inadequate security deposit on file with the Company.

2.19.3.6 for any governmental prohibition, or required alteration of the services provided, or any violation of any applicable law or regulation, or unlawful use of service or use of service for unlawful purposes, the Company may immediately discontinue or suspend service.

### 2.19 Refusal or Termination of Services (cont'd)

#### 2.19.4 Notice of Disconnection

##### 2.19.4.1 Seven-Day Notice

Except as otherwise provided under the provisions of IDAPA 31.41.01.303.04 and 31.41.01.305, the Company will mail to the Customer written notice of termination at

least seven (7) calendar days before the proposed date of termination. The written notice will contain the information required by IDAPA 31.41.01.306.

#### 2.19.4.2 Twenty-Four-Hour Notice

At least twenty-four (24) hours before actual termination, the Company will diligently attempt to contact the Customer affected to apprise the Customer of the proposed action and the steps to take to avoid or delay termination. Oral Notice will contain the same information as required by IDAPA 31.41.01.306.

#### 2.19.4.3 Additional Notice

If the Company does not terminate service within seven (7) days after a proposed termination date, and the matter is not the subject of a pending complaint before the Idaho PUC, or if other arrangements have not been made with the Customer, the Company will again make a diligent effort to contact the Customer to advise the Customer of the proposed action. If the Company has not terminated service within twenty-eight (28) days of mailing a written notice of termination, but still intends to terminate, the Company will again issue a written notice as set out by subsection 2.19.4.1 of this price list, related to Seven-Day Notice.

#### 2.19.5 Customer Cancellation of Service

If the Customer cancels a service order or terminates service before the completion of the term of service specified in the service order for any reason, the Customer agrees to pay to the Company all costs, fees, and expenses reasonably incurred in connection with special construction and with the term of service. In addition, the Customer may be liable for termination charges up to a maximum amount equal to the total charges applicable for the remaining term specified in the service order.

### 2.0 REGULATIONS (cont'd)

#### 2.20 Restoration of Service

2.20.1 A reconnection charge shall be imposed on any Customer whose service has been discontinued pursuant to the provisions of Section 2.19 of this price list. The Company reserves the right to refuse to restore service until all amounts due have been paid.

2.20.2 Should the Customer request that service be restored during a period other than regular working hours, such as evenings or weekends, the Customer may be required to pay an after-hour charge for service reconnection.

#### 2.21 Assignment

The Company may, without obtaining any further consent from the Customer, assign any of its rights, privileges or obligations under this price list to any subsidiary, parent, or

affiliate of the Company; pursuant to any sale or transfer of substantially all the business of the Company; or pursuant to any financing, merger or reorganization of the Company. The Customer may, upon prior written consent of the Company, which consent shall not be unreasonably withheld, assign its rights, privileges or obligations under this price list to any subsidiary, parent, or affiliate of the Customer; pursuant to any sale or transfer of substantially all the business of the Customer; or pursuant to any financing, merger or reorganization of the Customer.

## 2.22 Promotions

The Company may provide promotional offerings from time to time. The Company will notify the Idaho PUC ten (10) days in advance of the rates, terms & conditions of any such promotions.

## 2.23 E911

The Company will provide necessary Customer information to the incumbent local exchange carrier for appropriate routing of E911 calls. The Company's switches will be equipped with E911 trunks and all E911 traffic will be switched by the Company to the incumbent local exchange carrier for routing.

## 2.0 REGULATIONS (cont'd)

### 2.24 Public Notice

The Company shall give public notice of all proposed changes in rates. Public notice must be reasonably designed to call the attention of Customers who are affected by the changes to the proposed changes in rates. Legal advertisements alone will not be considered adequate public notice. Individual notice to all Customers affected will always constitute public notice

## 3.0 LOCAL EXCHANGE SERVICES

### 3.1 General

Local Exchange Services provides the Customer with connection to the public switched telecommunications network. In addition, Local Exchange Service provides the Customer with a unique telephone number address on the public switched telecommunications network. Each Local Exchange Service enables the Customer to:

- (a) receive calls from other stations on the public switched telecommunications network;
- (b) access other services offered by the Company as set forth in this price list;
- (c) access certain interstate and international calling services provided by the Company;

- (d) access the Company's operators and business offices for service related assistance;
- (e) access emergency services by dialing 0- or 9-1-1; and
- (f) access services provided by other common carriers which purchase the Company's Switched Access Services as provided under the Company's Federal and State price lists or price list, or which maintain other types of traffic exchange arrangements with the Company.

### 3.2 Service Descriptions

#### 3.2.1 Residential Service

Extreme Media Technologies provides residential service over DSL or Cable only in the event that either both or one of the above mentioned services are available at the customer's location.

(a) Cable Broadband: Extreme Media Technologies will provide phone service and a number or transfer the customer's existing phone number over to Extreme Media Technologies. The phone service includes: dial tone, voice mail, caller id, call waiting/id, call transfer, 3-way calling, call forwarding, white page listing, internet, and 911. Extreme Media Technologies cannot guarantee quality of service over cable broadband because it is a 3<sup>rd</sup> party with no explicit ties to Extreme Media Technologies.

(b) DSL: Extreme Media will place an order for 1.5mbps or higher DSL and provide phone service and a phone number or transfer customers existing phone number over to Extreme Media Technologies. The phone service includes: dial tone, voice mail, caller id, call waiting/id, call transfer, 3-way calling, call forwarding, white page listing, internet, and 911. Extreme Media Technologies cannot guarantee quality of service over cable broadband because it is a 3<sup>rd</sup> party with no explicit ties to Extreme Media Technologies.

#### 3.2.2 Business Service

Extreme Media Technologies provides Business Class service to businesses over DSL, T-1s, or Optical services.

Extreme Media Technologies provides Hosted PBX services to businesses of all sizes. The services includes: voice mail, caller id, call waiting/id, call transfer, call pick up, call hold, music on hold, auto attendant, web portal, conference calling, internet, 911, call rejection, hunting, ACD, remote access, broadband internet, priority call, find me follow me, call forwarding, call trace, and more.

#### 3.2.3 Lines and Trunks

Extreme Media Technologies does not provide line and/or trunks on a stand alone basis.

### 3.0 LOCAL EXCHANGE SERVICES (Cont'd)

#### 3.2 Service Descriptions (Cont'd)

##### 3.2.4 Optional and Vertical Features

ACD and Call Center reporting software

##### 3.2.5 Other

Structured Cabling, and Managed Network Services

##### 3.2.6 Number Services

###### 3.2.6.1 Nonlisted Number Service Description

Nonlisted Service: A directory listing service wherein a Customer is not listed in the published directory, but is listed in the directory assistance database.

###### 3.2.6.2 Nonpublished Number Service Description

Non-Published Service: A directory listing service wherein a Customer is not listed in the published directory or in the directory assistance database.

###### 3.2.6.3 Numbers

(a) DID numbers: Extreme Media Technologies offers DID numbers. Customers can get DID numbers in units of 1 to as many as they desire.

(b) Vanity Numbers: Extreme Media Technologies will do everything within reason to work with the customer to get vanity or easy numbers. Extreme Media Technologies makes guarantees concerning its ability to secure those numbers.

##### 3.2.7 Miscellaneous Charges

Extreme Media Technologies may at times charge miscellaneous charges for services rendered that were requested by the customer outside our normal scope of work such as inside wiring for residential and commercial phone jacks.

###### 3.2.7.1 Installation Charges

Installation charges are included in the over all bid and vary depending on the scope of work. Rates range from \$65.00 an hour to \$110.00 an hour.

### 3.2.7.2 Move and Change Charges

Extreme Media Technologies charges \$65.00 an hour for Moves and Changes after the installation process has been completed out and accepted by the customer.

### 3.3.7.3 Charges for Additional and Overtime Labor

Extreme Media Technologies charges \$65.00 an hour for any and all changes to customers system stemming from ergonomics or personal reasons. Extreme Media Technologies does not charge any rate for responding to trouble issues not resulting from the customer tampering with the equipment. Extreme Media does not charge overtime.

### 3.2.8 Idaho Telecommunications Service Assistance Program (ITSAP)

ITSAP consists of two programs, Lifeline and Linkup, that were developed to provide discounted rates for telephone service to low income customers, thus promoting universal service. The programs are jointly sponsored (federal and state) telephone assistance programs designed to maximize federal contributions to Idaho's low-income customers.

The programs provide reductions in monthly rates for single line telephone service and/or reductions in one-time costs for installation of telephone service for qualifying customers. The program is administered by the Department of Health and Welfare in accordance with *Idaho Code, § 56-901*.

#### 3.2.8.1 Eligibility - To be eligible for ITSAP, the participant must:

- (a) Apply through the Department of Health and Welfare,
- (b) Be head of household,
- (c) Have a total gross income at or below 133% of the Office of Management and Budgets (OMB) Poverty guidelines.

3.2.8.2 Residents of Tribal Lands may be eligible for additional federal assistance if the individual participates in one of the following federal assistance programs:

### 3.0 LOCAL EXCHANGE SERVICES (cont'd)

#### 3.2 Service Descriptions (cont'd)

#### 3.2.8 Idaho Telecommunications Service Assistance Program (ITSAP) (cont'd)

##### 3.2.8.2 (Cont'd)

- (a) Bureau of Indian Affairs general assistance;
- (b) Tribally administered Temporary Assistance for Needy Families;
- (c) Head Start (only those meeting its income qualifying standard);
- (d) National School Lunch Program's free lunch program.

3.2.8.2.1 Eligibility and qualification determinations will be performed according to the telecommunication provider's federal tariff and/or 47 C.F.R. Part 54.

3.2.8.2.2 Each eligible participating resident of Tribal Lands must provide to its local service provider a signed document certifying under penalty of perjury that the customer receives benefits from at least one of the programs mentioned.

3.2.8.3 Lifeline Discounts – applied to tariffed monthly recurring rates and charges for qualifying residential customers.

Monthly discount (not to exceed the rate charged for the grade of subscribed residential basic local exchange service) \$3.50

### 3.0 LOCAL EXCHANGE SERVICES (cont'd)

#### 3.2 Service Descriptions (cont'd)

##### 3.2.8 Idaho Telecommunications Service Assistance Program (ITSAP) (cont'd)

###### 3.2.8.3 Lifeline Discounts (cont'd)

Additional federal discounts may apply:

Tier 1 – Monthly service discount equal to the subscriber line charge \$3.50

Tier 2 – Monthly service discount for customers of eligible telecommunications carriers who have received non-federal regulatory approvals \$1.75

Tier 3 – Monthly service discount equal to one half of the amount of any state support up to a maximum of \$1.75

Tier 4 – Eligible residents of Tribal Lands may be eligible for discounts of up to \$25. This discount may not bring the local residential rate to below \$1.00 per month \$25.00

3.2.8.4 Linkup Discounts – applied to installation of new service, including line extensions, construction of facilities, etc., but shall not apply to customer premises facilities or equipment.

A service installation cost reduction of 50% up to \$30.00. For an eligible resident of Tribal Lands, an additional reduction of up to \$70 may be applied to cover 100% of the charges between \$60 and \$130 assessed for initiating telephone service. \$70.00

### 3.2.8.5 Rules

3.2.8.5.1 Applies to Telecommunication service at the principal residence of the eligible subscriber/head of household.

3.2.8.5.2 A household is either an individual living alone or a group of individuals living together in common living quarters and facilities under such domestic arrangements and circumstances as to create a single establishment.

## 3.0 LOCAL EXCHANGE SERVICES (cont'd)

### 3.2 Service Descriptions (cont'd)

#### 3.2.8 Idaho Telecommunications Service Assistance Program (ITSAP) (cont'd)

##### 3.2.8.5 Rules

3.2.8.3. The eligible participant can receive assistance with telephone service installation costs only once at a residential address. However, if the participant moves to a new address, meets the eligibility criteria and is in good standing with the telephone service provider, there is no limit to the number of times the participant may receive assistance with telephone costs.

3.2.8.4 Nonrecurring charges to change to or from this program because of change in eligibility status will be waived.

3.2.8.5 Lifeline service is not available for foreign exchange service. Only one line per household will qualify for ITSAP discounts.

3.2.8.6 Customers participating in either of these assistance programs must notify the company of any changes that would affect qualification. Verification of eligibility will be established by the Department of Health and Welfare and will be reviewed annually.

3.2.8.7 When the customer is no longer eligible, the discount will be discontinued and regular tariff rates and charges will apply.

#### 3.2.8.8 Recovery

The cost of providing assistance through ITSAP shall be recovered by imposing a monthly surcharge determined by the Public Utilities Commission and assessed on each line used for providing residential and business access. Participating ITSAP customers are exempted from this surcharge. \$.05/line/month

### 3.0 LOCAL EXCHANGE SERVICES (cont'd)

#### 3.3 Service Descriptions (cont'd)

##### 3.3.1. Idaho USF Surcharges

A surcharge is assessed on all access lines to contribute towards funding for an Idaho Universal Service Fund. The Surcharge Rate is established by the Commission and will be assessed to each business and residential line.

### 4.0 RATES AND CHARGES

#### 4.1. One Time Charges:

- (a) T-1 \$313.25
- (b) DSL \$9.95
- (c) Phone Lines \$55.00
- (d) Roll over trunks \$10.00
- (e) Web Portal \$75.00

#### 4.2 Monthly Recurring Charges

- (a) Phone Line \$19.95
- (b) Auto Attendant \$9.95
- (c) DSL 1.5mbps (Voice Ready) \$60.00

(d) DSL 1.5mbps (Internet Only) \$50.00

(e) Web Portal \$9.00

(f) Fax Line \$19.95

(g) XFax (Soft Fax) \$5.95

(h) T-1 \$300.00

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280 N Maple Grove Rd  
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877.649.1617

Exhibit E

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IDAHO PUBLIC  
UTILITIES COMMISSION

**Idaho Interexchange Telecommunications**

EXT-T-05-01

**Price List of Extreme Media Technologies**

This Price List contains the descriptions, regulations, and rates applicable to the provision of interexchange telecommunications, including operator assisted services, by Extreme Media Technologies Inc. dba XMT3 (Kirk Adkison, President) within the State of Idaho. This price list is on file with the Idaho Public Service Commission and copies may be inspected during normal business hours, at the Company's principal place of business.

**CHECK SHEET**

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

- indicates those pages includes with this document

<b>PAGE</b>	<b>REVISION</b>	<b>PAGE</b>	<b>REVISION</b>
1	Original *	20	Original *
2	Original *	21	Original *
3	Original *	22	Original *
4	Original *	23	Original *
5	Original *	24	Original *
6	Original *	25	Original *
7	Original *	26	Original *
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Extreme Media Technologies, Inc.  
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### **APPLICATION OF PRICE LIST**

The regulations, rules and conditions set forth in this Price List apply to the provision of intrastate public telecommunications services furnished within the State of Idaho by Extreme Media Technologies, Inc. subject to the jurisdiction of the Idaho Public Service Commission.

Please note that most of our pricing will be Individual Case Basis (ICB) based on the complexity or the lack thereof of each customer's network. Below is a list of our standard pricing for small business and residential customers.

#### **Business Class IP Centrex:**

\$24.95 per line includes a minimum of 256kps of Internet, Unified/Voice Mail Messaging, Fax Service, Call Forwarding, Call Waiting, Speed Dialing, Call Transfer, Three Way Calling, Message Light Indicator, Long Distance is \$.03 per minute intrastate and interstate. \$60.00 NRC per line.

#### **IP Analog**

Extreme Media Technologies will provide a T-1 to customer premise and break out analog service to customers existing PBX/KSU System and provide them with up to twenty four (24) lines, DID service, a minimum of 1mbps of internet \$575.00 MRC \$1690.00 NRC

#### **IP Digital**

Extreme Media Technologies will provide a T-1 to a customer premise providing twenty four (24) digital PRI access lines to existing PBX/KSU System including DID service, and a minimum of 1mbps. \$750.00 MRC \$1690.00 NRC

#### **Residential Class IP Service**

Extreme Media Technologies will provide one of the following; ADSL, ADSL Dry, or SDLS to customer's residence providing up to six (6) lines, a minimum of 768kps of Internet, Voice Mail, Message Light Indication, Call Waiting, Call Forwarding, Speed Dialing, Three Way Calling, Call Transfer, at \$17.95 per phone line NRC is \$60.00 per phone line.

### SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) - To signify a changed listing, rule or condition which may affect rates or charges.
- (D) - To signify discontinued material, including a listing, rate, rule or condition.
- (I) - To signify an increase in rates or charges.
- (L) - To signify material relocated from or to another part of this Price List with no change in text, rate, rule or condition.
- (N) - To signify new material, including a listing, rate, rule or condition.
- (R) - To signify a reduction in rates or charges.
- (T) - To signify a change in the wording of the text, but no change in rate, rule or condition.
- (X) - To signify a correction or reissued matter.

### PRICE LIST FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new sheets are occasionally added to the Price List. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 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 sheet version on file with the IPSC. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.

C. Paragraph Numbering Sequence - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:

1.1

1.2

2.1

2.2

D. Check Sheets - When a Price List filing is made with the IPSC, an updated Check Sheet accompanies the Price List filing. The Check Sheet lists the sheets contained in the Price List, with a cross reference to the current revision number. When new sheets 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 sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)

## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this Price List, particularly those for specialized common carrier communication channels furnished by the Company over its facilities are defined below:

**Access** - Access to Extreme Media Technologies services are provided by one or more or a combination of the following methods: presubscription in equal access areas, direct access, 800, 950 and 10XXX dialing sequences.

**Access Code** - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

**Authorization Code** - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service User so the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code, Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

**Authorized User** - A person or entity that accesses the Company's services. An Authorized User is responsible for compliance with this Price List.

**Automatic Numbering Identification (ANI)** - A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

**Billed Party** - The person or entity responsible for payment of the Company's Service(s): For a Direct Dialed Call, the person or entity responsible for payment is the Customer responsible for payment for local telephone service at the telephone used to originate an intrastate call. In the case of a Traveler Card call, Phone Home Card call or other credit card call (herein collectively the "Card"), the person or entity responsible for payment is the Customer of record of the Traveler Card, Phone Home Card or other valid and acceptable Card used. In the case of a collect or third party call, the person or entity responsible for payment is the person responsible for payment for local telephone service at the telephone number that agrees to accept charges for the call. In the case of a Room Charge Call, the entity responsible for payment is the Aggregator controlling the telephone used to originate the intrastate call. In all Operator Assisted calls not involving Cards, third party calls, collect calls or Room Charge calls, the person or entity responsible for payment is the Customer responsible for payment for local telephone services at the telephone used to originate the intrastate call.

## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, {CONT'D.}

**Calling Card Call** - A Direct Dialed or Operator Assisted call for which charges are billed not to the originating telephone number, but to a LEC or interexchange carrier calling card.

**Central Office** - A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

**Channel** - The term "Channel" denotes a path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.

**Common Carrier** - A company or entity providing telecommunications services to the public.

**Credit Card Call** - A Direct Dialed or Operator Assisted call for which charges are billed not to the originating telephone number, but to a credit commercial card, such as Visa or MasterCard.

**Customer** - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity that is responsible for payment of charges and for compliance with this Price List.

**Customer - Provided Facilities** - The term "Customer - Provided Facilities" denotes all communications facilities provided by the Customer and/or Authorized User other than those provided by the Company.

**Direct Dialed Call** - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

**Equal Access** - Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States v. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990,

**Equal Access Code** - An access code that allows the public to obtain an equal access connection to the carrier associated with that code.

**Exchange** - The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area that usually embraces a city, town or village and its environs. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Intrastate Message Telecommunications Service ("MTS") - The term "Intrastate Message Telecommunications Services" denotes the furnishing of direct dialed and operator assisted intrastate switched service to the Customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels between points wholly within the State of Idaho.

Local Exchange Carrier ("LEC") - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to Customers within a defined area.

Measured Charge - A charge assessed on a per minute or incremental basis in calculating a portion of the charges due for a completed call.

Other Common Carrier - The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic and/or international communications service to the public.

Personal Identification Numbers (PINS) - Code numbers used in connection with designated telephone numbers which allow intrastate calls to be categorized for various applications.

Point(s) of Presence - The term "Point(s) of Presence" denotes the site(s) where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company network configuration.

Premise - The term "Premise" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

XMT3- Extreme Media Technologies.

Service - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

Special Access Service - All exchange access not utilizing telephone company end office switches. This service includes dedicated access that connects end user to end user, end user to carrier, or carrier to carrier and may include analog or digital channels for voice, data or video transmissions.

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#### **SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

**Subscriber** - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, makes telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

**Telecommunications** - The transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

**IPSC** - Idaho Public Service Commission.

## **SECTION 2 - RULES AND REGULATIONS**

### **2.1 Undertaking of the Company**

Service is offered to residential and business Customers of the Company to provide direct dialed and operator assisted calls originating and terminating partially or wholly within the State of Idaho, using the Company's network configuration. The Company provides switched long distance network services for voice grade and low speed dial-up data transmission services. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All services are provided subject to the terms and conditions set forth in this Price List. In the event of a conflict between a contract entered into by the Company and this Price List, the terms of this Price List shall prevail.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.2** Limitations

**2.2.1** Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this Price List.

**2.2.2** XMT3 reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this Price List, or in violation of the law.

**2.2.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

**2.2.4** All services and facilities provided under this Price List are directly or indirectly controlled by XMT3 and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

**2.2.4** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Price List shall apply to all such permitted assignees or transferees, as well as all conditions of service.

**2.3** Use

Services provided under this Price List may be used for any lawful purpose for which the service is technically suited.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.4 Liabilities of Company**

- 2.4.1** Except as stated in this section, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this Price List. This Price List does not limit the liability of the Company for willful misconduct.
- 2.4.2** The liability of the Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Price List, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service that are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- 2.4.3** XMT3 shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to Acts of God, fires, flood or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over XMT3 or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company or the acts of any party not directly under the control of the Company.

## SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

### 2.4 Liabilities of Company, Cont'd.

- 2.4.4** XMT3 is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the service provided to Customer, the Company's liability shall be limited according to the provisions stated above.
- 2.4.5** XMT3 shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's services and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities.
- 2.4.6** The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the failure of Customer-provided service, equipment or facilities.
- 2.4.7** Under no circumstances whatever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.

## **SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

### **2.5 Deposits**

The Company does not normally require deposits from customers, however deposits may be required of customers who do not meet the company's credit requirements, or for whom no credit history is available.

### **2.6 Advance Payments**

The Company bills its customers one month in advance for services and if and when a customer decides to disconnect services that advanced payment is applied to their final bill.

### **2.7 Taxes**

The Company shall charge the Customer an amount sufficient to recover any governmental assessments, fees, license, or other similar taxes or fees imposed upon the Company. Such taxes or fees shall be recovered in the following manner:

- (a) For Debit Service, taxes or fees shall be included in the schedule for this service, unless otherwise negotiated with the distributor.
- (b) For all other services offered by the Company, taxes and fees shall be added pro-rata, insofar as practical, to the rates and charges stated in the Company's rate schedules and listed as separate line items on the Customer's bill for services provided.

### **2.8 Payment for Service**

#### **2.8.1 Billing and Credit Regulations**

The charges for service are due when billed and are billed and collected by the Company or its authorized agent, or the connecting company from whose service point the messages were sent paid or at whose service point the messages were received collect.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.) 2.8**

**Payment for Service, (Cont'd.) 2.8.2 Payment for Service**

The Customer is responsible for payment of all charges for services, including charges for service originated or charges accepted at the Customer's service point.

- (A) Charges for third party calls which are charged to a domestic telephone number will be included on the Billed Party's local exchange telephone company bill pursuant to billing and collection agreements established by XMT3 or its intermediary with the applicable telephone company.
- (B) Charges for credit card calls will be included on the Billed Party's regular monthly statement from the card-issuing company.
- (C) For Room Charge Calls (Time and Charges), when requested by the Authorized User, and authorized by the Aggregator, the charges will be provided to the Aggregator for inclusion on the hotel, motel, or hospital bill of the Authorized Users. In such cases, XMT3 will provide a record of the call detail and charges to the hotel, motel, or hospital for such billing purposes. The Aggregator is solely responsible for the collection of Room Charges from its guests, and remains liable to XMT3 for all Room Charge calls regardless of whether such charges are in fact collected from the Authorized User. Room charge calls are rated in accordance with the Real-Time Rate Table set forth in Section 4 herein.
- (D) Charges for direct dialed calls will be included on the originating party's bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company,
- (E) Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision or the Company's service hereunder to the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this Price List.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.) 2.8**

**Payment for Service, (Cont'd.)**

**2.S.1 Billing and Credit Regulations, (cont'd.)**

- (F) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- (G) If the bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered delinquent.
- (H) A delinquent account may subject the Customer's service to temporary disconnection. The Company is responsible for notifying the Customer at least five calendar days before service is disconnected. The Company charges a late charge for unpaid bills in the amount of 1.5% applied monthly.
- (I) Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.
- (J) In the event the Company must employ the services of attorneys for collection of charges due under this Price List or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs.
- (K) XMT3 will not bill for unanswered calls in areas where Equal Access is available, nor will XMT3 knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, XMT3 will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
- (L) In the event the Customer is over billed, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe over billed amount. If the Customer is under billed, the Customer is allowed to either pay in lump sum, or in installments.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.9 Right to Backbill for Improper Use of the Company's Service**

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this Price List or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

**2.10 Billing Entity Conditions**

When billing functions on behalf of XMT3 are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact XMT3 directly. If there is still a disagreement about the disputed amount after investigation and review by XMT3 or other service provider, the Billed Party has the option to pursue the matter with the appropriate state commission and/or the Federal Communications Commission.

## SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

### 2.11 Compliance with Regulatory Requirements

The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory rules and standards of the IPSC.

### 2.12 Interconnection

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

### 2.13 Denial of Access to Service by the Company

The Company expressly retains the right to deny access to service without incurring any liability for any of the following reasons:

- 2.13.1 Nonpayment of any sum due for service provided hereunder, where the Customer's charges remain unpaid more than ten (10) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address;
- 2.13.2 Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this Price List governing the furnishing of service, but **which** violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to XMT3 operations or its furnishing of service. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnection of service; or
- 2.13.3 The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or
- 2.13.4 Failure to pay a previously owed bill by the same Customer at another location.

## **SECTION 2 - RULES AND REGULATIONS, (CONTD.)**

### **2.14 Customer's Liability in the Event of Denial of Access to Service by the Company**

In the event a Customer's service is disconnected by the Company for any of the reasons stated in Section 2.13, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

### **2.15 Reinstitution of Service**

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstatement of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstated (1) all accrued and unpaid charges, but there will be no charge for the service restoration.

### **2.16 Credit Allowances for Interruption of Service**

Credit allowances for interruptions of service are limited the initial minimum period charge incurred to re-establish the interrupted call.

### **2.17 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.18 "800" Numbers**

XMT3 will make every effort to reserve "vanity" 800 numbers on the Customer's behalf, but makes no warranty or guarantee that the "vanity" numbers) will be available for use by the Customer.

If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in 800 service to another carrier (i.e. "porting" of the 800 number), including a request for a Responsible Organization (Resp Org) change, until such charges are paid in full.

**2.19 Promotional Offerings**

**2.19.1** The Company may from time to time waive or vary charges for promotional, market research or other similar business purposes. The varying charges will not exceed those in this Price List for the same services.

**2.19.2** The Company will provide thirty (30) days notification to the Commission of the availability and duration of such offers.

**2.19.3** Special offerings will not exceed a period of ninety (90) days.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2,20 Responsibilities of the Subscriber**

- 2.20.1 The Subscriber is responsible for placing any necessary orders, for complying with Price List regulations, and for ensuring that Authorized Users comply with Price List regulations. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's premises that are not collect, third party, calling card, or credit card calls.
- 2.20.2 The Subscriber is responsible for charges incurred for special construction and/or special facilities that the Subscriber requests and which are ordered by XMT3 on the Subscriber's behalf.
- 2.20.3 If required for the provision of XMT3's Services, the Subscriber must provide any equipment space, supporting structure, conduit, and electrical power without charge to XMT3.
- 2.20.4 The Subscriber is responsible for arranging ingress to its premises at times mutually agreeable to it and XMT3 when required for XMT3 personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of XMT3's Services.
- 2.20.5 The Subscriber shall ensure that its terminal equipment and/or system is properly interfaced with XMT3's facilities or services, that the signals emitted into XMT3's network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.20 Responsibilities of the Subscriber, (Cont'd.)**

- 2.20.6** If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to XMT3's equipment, personnel, or the quality of Service to other Subscribers or Customers, XMT3 may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, XMT3 may, upon written notification, terminate the Subscriber's service.
- 2.20.7** The Subscriber must pay XMT3 for replacement or repair of damage to the equipment or facilities of XMT3 caused by negligence or willful act of the Subscriber, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber, Authorized Users, or others.
- 2.20.8** The Subscriber must pay for the loss through theft or fire of any of XMT3's equipment installed at Subscriber's premises.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.21 Responsibilities of Authorized Users**

- 2.21.1** The Authorized User is responsible for compliance with the applicable regulations set forth in this Price List as well as all rules and regulations of the state utility commission and the FCC.
- 2.21.2** The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.21.3** The Authorized User is responsible for providing XMT3 with a valid method of billing for each call. XMT3 reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or XMT3 may refuse to place the call.

**2.22 Other**

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Account codes when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk of fraud.

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### **SECTION 3 - DESCRIPTION OF SERVICE AND RATES**

#### **3.1 General**

XMT3 offers direct dialed, inbound toll free service, travel card and directory assistance services for communications originating and terminating within the State of Idaho under terms of this tariff. Operator Services will be furnished by XMT3's underlying carrier.

### SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

#### 3.2 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the industry standard "V" and "H" coordinates.

- Step 1 - Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.
- Step 2 - Obtain the difference between the "V" coordinates of each of the Wire Centers.  
Obtain the Difference between the "H" coordinates,
- Step 3 - Square the differences obtained in Step 2,
- Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

Formula:

**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**33 Timing of Calls**

Billing for calls placed over the network is based in part on the duration of the call.

**3.3.1** Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

**3.3.2** Chargeable time for all calls ends when one of the parties disconnects from the call.

**3.3.3** Minimum call duration and call timing increments for billing purposes is specified on a per-product basis in this tariff.

**3.3.4** Usage charges are computed and rounded up to the nearest penny on a per call basis.

**3.3.5** There is no billing applied for incomplete calls.

**3.4 Rate Periods**

The Company's services are not time of day or day of week sensitive. The same rates apply 24 hours per day, seven (7) days per week.

**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.) 3.5 Direct Dial 1+ Service**

Direct Dial 1+ Service allows Customers to make 1+ direct dialed calls from presubscribed switched or dedicated access lines. This service is available from equal access end offices only.

**3.5.1 Direct Dial Switched Silver Service**

Direct Dial Switched Silver Service allows Customers to make 1+ direct dialed calls from presubscribed switched access lines. This service is available from equal access end offices only. Customers access the service via switched access lines. All Customers are eligible to subscribe to this service.

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of eighteen (18) seconds.

Per minute rate: \$ 0.035

**3.5.2 Direct Dial Switched Gold Service**

Direct Dial Switched Gold Service allows Customers to make 1+ direct dialed calls from presubscribed switched access lines. This service is available from equal access end offices only. Customers access the service via switched access lines. All XMT3 local exchange Customers are eligible to subscribe to this service.

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of eighteen (18) seconds.

Per minute rate: \$ 0.03

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.) 3.5 Direct Dial 1+ Service, (Cont'd)**

**3.5.3 Dedicated Direct Dial Service**

Dedicated Direct Dial Service allows Customers to make 1+ direct dialed calls. Customers access the service via dedicated or special access T-1 (1.544 Mbps) lines. Service is available only where T-1 access is available. The Customer is responsible for payment charges associated with the dedicated T-1 circuit. Such charges are normally billed by and paid directly to the access provider (i.e. local exchange carrier). All Customers are eligible to subscribe to this service.

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of six (6) seconds.

Per minute rate: \$ 0.02

**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.6 Inbound Toll Free (i.e. 800/888) Service**

Inbound Toll Free Service provides an inbound toll free calling service to XMT3 Customers. The XMT3 Customer is billed for each toll free call, rather than the call originator. Toll free calls may be originated from any location throughout the continental United States. Calls terminate to the XMT3 toll free Customer via switched or dedicated access lines.

**3.6.1 Inbound Switched Silver Service**

Inbound Switched Silver Service provides an in-bound toll free calling service to XMT3 Customers. Calls terminate to the XMT3 Toll Free Customer via switched access lines. All Customers are eligible to subscribe to this service.

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of eighteen (18) seconds.

Per minute rate: \$ 0.03

**3.6.2 Inbound Switched Gold Service**

Inbound Switched Silver Service provides an in-bound Toll Free calling service to XMT3 Customers. Calls terminate to the XMT3 Toll Free Customer via switched access lines. All of XMT3's local exchange Customers are eligible to subscribe to this service.

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of eighteen (18) seconds.

Per minute rate \$ 0.03

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### **SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.) 3.6**

#### **Inbound Toll Free (i.e. 800/888) Service, (Cont'd) 3.6.3 Dedicated Toll Free Service**

Dedicated Toll Free Service calls terminate to the XMT3 Toll Free Customer via dedicated T-1 (1.544) access lines. Service is available only where T-1 access is available. The Customer is responsible for payment charges associated with the dedicated T-1 circuit. Such charges are normally billed by and paid directly to the access provider (i.e. local exchange carrier). All XMT3's Customers are eligible to subscribe to this service.

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of six (6) seconds.

Per minute rate: \$ 0.03

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.) 3.7**

**Travel Card**

XMT3's Travel Card provide telecommunications services and optional enhanced service to customers while traveling away from the office or home. Customers must dial a Toll-Free (i.e. 800/888) access number followed by their authorization code to make a call or use the service. A monthly credit limit will be assigned to each card for fraud protection. Customers have the option of raising or lowering the limit amount to best suit their calling practices.

For billing purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute.

Per minute rate: \$0.189

A \$0.25 per call surcharge applies to each call.

**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3,8 Casual Calling Service**

Casual Calling Service allows end users to obtain XMT3 service and become Customers of XMT3 without the necessity of presubscription of their local lines. Customers utilizing Casual Calling Service shall access XMT3 by dialing an access code in the form of 10XXX or 101XXXX, where "X" is a 3 or 4 digit Carrier Identification Code (CIC) assigned to Carrier and provided to Customer. When dialing, the access code shall be followed by the normal sequence of 1+Area Code+Number. Calls placed using Casual Calling Service are billed to Customer through the serving Local Exchange Carrier.

**3.8.1 Casual Calling Silver Service**

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of eighteen (18) seconds.

	Per Minute Rate
All calls 20 minutes or more in duration	\$ 0.10
All calls less than 20 minutes in duration	\$0.10

**3.8.2 Casual Calling Gold Service**

All of XMT3's local exchange Customers making Casual Calls receive the rates noted below.

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of eighteen (18) seconds.

	Per Minute Rate
All calls 20 minutes or more in duration	\$ 0.10
All calls less than 20 minutes in duration	\$ 0.10

**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.10 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Per Call Surcharge: \$0.50

**SECTION 4 - MISCELLANEOUS**

**4.1 Late Payment Charge**

A late fee of 1.5% per month will be charged on any past due balance.

**4.2 Return Check Charge**

A return check charge of \$20.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this Price List and pursuant to Idaho law and Commission regulations,

**4.3 Directory Assistance**

Directory Assistance is available to Customers of XMT3 service. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Directory Assistance, Per Call

\$ 1.40

## **SECTION 5 - PROMOTIONS**

### **5.1 Promotions - General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with and approved by the Commission prior to offering them to Customers.

### **5.2 Demonstration of Calls**

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

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### **Contract Services**

XMT3 will offer its IP Centrex service under a 12 month agreement or month to month.

XMT3 resells wholesale services from Qwest, and Global Crossings . Those services can be offered in the following formats: Month to Month, 36 months, and 60 months.

# **CONFIDENTIAL ATTACHMENTS**