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**TARIFF SCHEDULE OF
GENERAL REGULATIONS
APPLYING TO THE INTRASTATE INTEREXCHANGE AND COMPETITIVE LOCAL
EXCHANGE TELEPHONE SERVICES
PROVIDED WITHIN THE STATE OF IDAHO
BY
ZIAL NETWORKS INC.**

Issued:

Effective:

Issued By:

Chris Adams, President
6055 Corporal Lane
Boise, ID 83704

CHECK SHEET

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APPLICATION OF PRICE LIST

Zial Networks Inc., (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 State of Idaho. The rates and rules contained herein are subject to change pursuant to the rules and regulations of the Idaho PUC.

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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.

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CONTACT INFORMATION

Zial Networks Inc
6055 Corporal Lane
Boise, Idaho 83704
support@zial.com
Phone: 208.323.8630
e-mail: support@zial.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: 800.519.2468

Maintenance: 800.519.2468

Commission Contact -

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

Matters concerning customer service:

Allen Bates
Phone: 208.323.8630
email: abates@zial.com

Matters concerning tariffs and regulatory affairs:

Chris Adams
President
6055 Corporal Lane
Phone: 208.323.8630
Email: cadams@zial.com

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Boise, ID 83704

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 permit 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.

Basic Rate Area: A specific geographic area, within which the schedule rates for local exchange service apply without exchange line mileage and without special rates in lieu of mileage.

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

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Company or Name of Company: [INSERT YOUR COMPANY NAME]

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.

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2.0 REGULATIONS

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.

2.2 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 [SPECIFY COMPANY FACILITIES AND/OR RESALE OF OTHER CARRIER FACILITIES.]

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2.0 REGULATIONS (Cont'd)

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.

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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;

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2.0 REGULATIONS (Cont'd)

- (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.

2.7 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.

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2.0 REGULATIONS (Cont'd)

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

2.10.1 Exculpatory Clause. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ZIAL MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING ANY SERVICE OR EQUIPMENT. ALL SUCH WARRANTIES OR REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT ARE DISCLAIMED.

ZIAL IS NOT RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES OR LOSSES RELATING TO THE EQUIPMENT OR SERVICE, WHETHER BASED ON NEGLIGENCE OR OTHERWISE. REGARDLESS OF THE CAUSE, ZIAL'S TOTAL LIABILITY FOR DAMAGES OR LOSSES TO CUSTOMER AND ANY OTHER PERSONS RECEIVING THE SERVICE, WILL IN NO EVENT EXCEED THE AMOUNT THAT CUSTOMER HAS PAID TO ZIAL FOR THE SERVICE THAT CUSTOMER RECEIVED DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO THE SPECIFIC EVENT THAT GAVE RISE TO THE APPLICABLE DAMAGE OR LOSS.

THIS LIMITATION DOES NOT CONSTITUTE A DETERMINATION BY THE IDAHO PUBLIC UTILITIES COMMISSION THAT A LIMITATION 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.

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2.0 REGULATIONS (Cont'd)

2.10.2 Liability of the Company

2.11 Indemnification

With respect to any service or facility provided by the Company, the Customer shall indemnify, defend, and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

Any loss, destruction, damage to property of the Company or any third party, or the death or injury to persons, including but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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.

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2.0 REGULATIONS (Cont'd)

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 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;

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2.0 REGULATIONS (Cont'd)

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

2.13.2.4 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.

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2.0 REGULATIONS (Cont'd)

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.

2.15.1 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

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2.0 REGULATIONS (Cont'd)

2.16.1.1 The Customer shall pay outstanding charges in full within [NUMBER OF DAYS = MORE THAN 15 DAYS. REFER TO IDAPA.31.41.01 Rule 202.] of the invoice date. Charges normally will be invoiced in [IN ADVANCE/IN ARREARS], with monthly recurring charges invoiced on or about the first of the month for which the charges apply. Amounts not paid within [NUMBER OF DAYS] after the date of the invoice are considered delinquent.

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)

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2.0 REGULATIONS (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.

2.17 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.

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2.0 REGULATIONS (Cont'd)

2.18 Deposits

2.18.1 The Company will not require advance deposits.

2.18.2 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.

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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

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2.0 REGULATIONS (Cont'd)

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

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.

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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.

2.19.4 Notice of Disconnection

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2.0 REGULATIONS (Cont'd)

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.

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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.

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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.

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3.0 LOCAL EXCHANGE SERVICES(Cont'd)

3.2 Service Descriptions

3.2.1 Residential Service

Basic Voice Service: \$29.00 per month (\$24.00 Bundled)

3.2.2 Business Service

[Intentionally Left Blank]

3.2.3 Lines and Trunks

[Intentionally Left Blank]

3.2.4 Optional and Vertical Features

Second Line or fax line: \$14.99 per month

Voice Mail: \$4.99 per month

Caller ID: \$4.99 per month

Voice Mail to E-mail: \$4.99 per month

Feature Bundle: \$9.99 per month.

3.2.5 Other

[Intentionally Left Blank]

3.2.6 Number Services

3.2.6.1 Nonlisted Number Service Description

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3.0 LOCAL EXCHANGE SERVICES(Cont'd)

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

[Intentionally Left Blank]

3.2.7 Miscellaneous Charges

3.2.7.1 Installation Charges: Up to \$100

3.2.7.2 Move and Change Charges: \$10.00

3.2.7.3 Deactivation Fee: \$15.00

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.

3.0 LOCAL EXCHANGE SERVICES(Cont'd)

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*.

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3.0 LOCAL EXCHANGE SERVICES(Cont'd)

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:

- (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

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3.0 LOCAL EXCHANGE SERVICES(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.

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

3.2.8.5 Rules

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3.0 LOCAL EXCHANGE SERVICES(Cont'd)

3.2.8.5.3 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.

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

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

3.2.8.8 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.

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

3.2.8.6 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

3.2.9 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.

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4.0 RATES AND CHARGES

To be Provided

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Boise, ID 83704



Master Service Agreement Terms and Conditions for Services

1. **Introduction:** This Master Service Agreement ("MSA") is entered into and binding between Zial Networks, Inc. ("Zial") and _____ ("Customer"). This MSA describes the services provided to Customer, defines the terms and conditions under which such services are provided, and specifies each party's responsibilities within this MSA.
2. **Definitions** For purposes of this MSA the following terms shall have the definitions assigned herein.

"Customer" shall mean the individual or individuals ordering the Service at the physical address listed on the Sales Order.

"Customer Care" shall mean technical and billing support services provided to Customer for the Service and/or the Equipment.

"Equipment" shall mean the electronic equipment required to receive the Service and may include Receivers, Gateways, Routers, Switches, DVR's, and/or HD DVR's and the associated cabling and activation and controlling devices.

"Sales Order" shall mean the document provided by Zial entitled Sales Order that defines which telecommunications services and Equipment will be provided to the Customer.

"Service" shall mean the services provided to Customer that may include, but not be limited to, video (digital television), digital phone, Internet access, and other telecommunications services, either individually or in bundled package(s).
3. **Scope of MSA:** Zial will provide the Service to Customer pursuant to a Sales Order issued to and signed by Customer. In the event Customer is in breach of such Sales Order or this MSA, Zial may suspend and/or terminate the Service to Customer. Zial will provide notification of such suspension or termination of Service in accordance with Rules 304 and 306 of IDAPA 31.41.01, Telephone Customer Relations Rules, in order to provide the Customer with the opportunity to remedy such breach.

Customer will provide all reasonable information, access, and authorizations required by Zial for the purpose of installing, maintaining, upgrading, and supporting the Service and associated Equipment in accordance with the terms and conditions of this Agreement.

The Service may be changed from time to time during the term of this Agreement to reflect additional capabilities and features available from Zial.

Customer's signature on the Sales Order requesting Service and any Equipment associated therewith is acknowledgement of receipt and acceptance of the terms and conditions of this MSA and any other agreements defining the terms and conditions of individual components of the Service provided.
4. **Term** This agreement shall commence on the effective date of the Sales Order and shall remain in effect throughout the service term specified on the Sales Order or other document engaging Zial's Services.
5. **Description of Service**
 - 5.1 **ZialVideo:** Digital television service will be provided by DirecTV, or such other digital television programming supplier partner as Zial may select. Please see the Sales Order for currently available features and packages. Please also see the separate Customer Agreement with DirecTV for additional packages, features, and terms and conditions of ZialVideo.
 - 5.2 **ZialVoice:** Digital telephone service will be provided by Zial. Please see the Sales Order for a list and pricing on currently available features and packages.
 - 5.3 **ZialNet:** Internet access will be provided by Zial. Please see the Sales Order for a list and pricing on currently available features and packages.
 - 5.4 **Home Security:** Home Security Service will be provided by APX Alarm under separate agreement. Zial will provide information to Customer about contacting APX Alarm for installation and activation of service.
6. **Payment for Service and Equipment** Customer will pay in advance at then current Zial rates for all Service and Equipment ordered until the Service is terminated. When Service does not begin on the first day of the month, or end on the last day of the month, a charge for the portion of the month in which the Service was furnished will be calculated on a pro-rated basis with every month considered to have 30 days. The initial payment shall include one full month plus any pro-rated partial month portion. Payment shall be made by pre-authorized credit or debit card withdrawal. The full monthly balance for the Service ordered as specified on the Sales Order is due in full each month. No "payment in full" notation or other restrictive endorsement on payments will restrict the ability to collect all amounts owing to Zial. Zial may reduce the Service to a minimum service level, at rates in effect at the time, or deactivate the Service if payments are not made on time in accordance with Rules 304 and 306 of IDAPA 31.41.01, Telephone Customer Relations Rules.
 - 6.1 **Taxes** Customer will pay all taxes or other governmental fees and charges, if any, which are assessed and shall be added to fees for Service.
 - 6.2 **Administrative Fees.** Zial may charge fees that arise in specific circumstances only to those Customers responsible for them. This list is not exclusive, and Zial reserves the right to modify these fees or charge additional fees. Customer will pay the following fees when they are applicable:
 - 6.2.1 **Account Activation Fee:** Zial may charge a fee of up to \$100.00 prior to or upon activation of any component of the Service.
 - 6.2.2 **Additional TV Authorization Fee:** Zial may charge a monthly fee of \$4.99 for separate Service on each additional TV, rather than a full subscription fee for Service on each additional TV. This reduced rate is available only if all receivers are located at the same residence.
 - 6.2.3 **Late Fee:** If Zial does not receive payment by the due date, Zial will charge an administrative late fee of \$5.00 per month or partial month until the delinquent amount is paid in full. This late fee is not an interest charge, finance charge, time price differential or other such charge or payment of a similar nature. Customer acknowledges that this fee is reasonably related to the actual expense Zial incurs due to late payment.
 - 6.2.4 **Change of Service Fee:** If the Service is changed to a lower-priced package, Zial may charge a fee of \$10.00.
 - 6.2.5 **Phone Payment Fee:** If Customer elects to pay any outstanding balance over the telephone with Zial Customer Care agent, Zial will charge \$10.00.
 - 6.2.6 **Deactivation Fee:** If Customer cancels Service or Zial deactivates Service because of failure to pay or for some other breach on Customer's part, Zial may charge a fee of \$15.00.

6.2.7 Returned Payment Fee: If any bank or other financial institution refuses to honor any payment submitted to Customer's account, Zial may charge Customer a fee of \$20.00. Customer acknowledges that this fee is not an interest charge, finance charge, time price differential or other such charge or payment of a similar nature and it is reasonably related to the actual expense incurred due to unsatisfied payment.

6.3 Billing Statements. Zial will email a statement, typically 10 days prior to the end of the month, on Customer's account. Statements will show: (1) payments, credits, purchases, and any other charges to the account, (2) the amount owed Zial, (3) the payment due date, and additional information as required by IDAPA 31.41.01 Rule 201. Customer agrees to allow Zial to make automatic credit or debit card payments on Customer's account on or about the due date.

6.3.1 Questions About Billing Statements. If Customer has reason to believe the statement is incorrect or if Customer needs more information about the statement, Customer should contact Zial immediately. Zial will try to resolve any complaints or questions as promptly as possible. Undisputed portions of the statement must be paid by the due date to avoid applicable fees and possible reduction or deactivation of Service.

6.3.2 Collection Costs. To the extent permitted by law, Customer will pay Zial any costs and fees reasonably incurred to collect amounts owed.

7. Customer Care. Zial will provide Customer Care to Customers to address questions or issues about the Service as defined in this section. While Zial offers high telecommunications availability, no guarantee can be given for the uninterrupted, fault free functioning of the customer's Service. Zial reserves the right at any time to perform maintenance work on its network which may necessitate operational interruptions. Commercially reasonable efforts will be made to notify all Customers of any interruption in Service prior to such interruption.

7.1 Customer Care Availability:

7.1.1 On-Line Customer Care: Zial's on-line Customer Care is available 24 hours a day, 7 days a week. Customers can access Customer Care services via the Internet at Zial's Customer Care web site located at <http://support.zial.com>.

7.1.2 Email Customer Care: Customer Care is available via email by sending a note to support@zial.com.

7.1.3 Telephone Customer Care: Telephone Customer Care is available during standard business hours of 8:00 am to 5:00 pm in the Mountain Time Zone Monday through Friday excluding Federal holidays ("Zial Business Hours") by calling 800-519-2468.

7.2 Customer Care Tools:

7.2.1 FAQ's (Frequently Asked Questions): This feature provides information to Customers through answers to frequently asked questions. This should be the primary source of information when questions about the Service arise.

7.2.2 Knowledge Base: This feature provides Customers with in-depth technical information about the specific aspects of the Service and Equipment.

7.2.3 Incident Report: This feature allows Customers to open a Customer Care incident ticket for any issues they may encounter with the Service or Equipment.

7.3 Items Supported: Zial will provide Customer Care on all Equipment and hardware sold or installed by Zial required to provide the Service. Zial's support of Equipment or hardware is limited to the manufacturer's warranty on any item. Support of any Equipment outside manufacturer's warranty may include charges to Customer including, but not be limited to, delivery fees, installation fees, service call fees, and/or support fees.

7.4 Customer Care Process: When a Customer contacts Zial with a Customer Care issue, either by generating an on-line incident ticket, sending an email, or making a telephone call to Zial's Customer Care team, Zial will perform the following tasks in an effort to resolve the issue:

7.4.1 Troubleshooting: After it is verified that you are a valid Customer, Zial will create an incident ticket and troubleshoot the problem remotely in an effort to identify a root cause and resolve the issue.

7.4.2 Level 1: Zial's Level 1 efforts include searching the knowledge base and utilizing the knowledge and experience of Zial's Level 1 Customer Care agents to resolve the issue. Level 1 may also include asking the Customer to perform minor tasks related to identification of the cause and resolution such as reviewing documentation, checking cable connections, and/or cycling power supplies.

7.4.3 Level 2: Zial's Level 2 efforts include a review of the incident report by one of Zial's Level 2 Customer Care agents. Level 2 may also include additional communication with the Customer and testing of Zial's in-house Equipment to identify a problem.

7.4.4 Level 3: Zial's Level 3 efforts include review of the incident by a Zial Level 3 Customer Care Engineer. Level 3 efforts may include communication with Equipment manufacturer(s), a service call to the Customer's premise, and/or repair or replacement of Equipment or hardware.

7.5 Customer Care Response Levels: Zial will perform Customer Care according to the matrix listed below:

Process Level	Response Level	Resolution
Level 1/ Troubleshooting	This function will be performed within 4 Zial Business Hours of notification by Customer.	Incident resolved or escalated to Level 2 within 2 Zial Business Hours of notification
Level 2	This function will be performed within 4 Zial Business Hours of escalation from Level 1.	Incident resolved or escalated to Level 3 within 4 Zial Business Hours of escalation from Level 1.
Level 3	This function will be performed within 4 Zial Business Hours of escalation from Level 2.	Commercially reasonable efforts will be made to resolve the incident within 18 Zial Business Hours.

7.6 Contacting Customer Care: To request Customer Care provided under this MSA, Customers should send electronic mail or call the Customer Care help-line. Incident tickets may be submitted by the Customer via the web at <http://support.zial.com> or by emailing support@zial.com or by calling 800-519-2468 and following the phone prompts to be routed to Customer Care. Customers may check the status of an incident ticket via the web at <http://support.zial.com>.

7.7 Customer Care Fees: Customer Care will be chargeable to the Customer at then-current rates in the following situations:

7.7.1 Service Calls: A service call charge will apply in each situation where on-site Customer Care is required to: 1) repair or replace Equipment that is out of warranty or is within warranty but is damaged or destroyed as a result of Customer action or inaction or 2) install new or replace old Equipment.

7.7.2 Installation: An installation fee will apply in each situation where technical assistance is provided, whether on-site or remotely, to install equipment or hardware not included in the Equipment.

7.7.3 Extensive Care: An extensive care charge may apply in situations where Customer extensively utilizes Customer Care in excess of typical service. Customer will be notified in advance of such charges and given the opportunity to decline Customer Care.

7.8 Manager Escalation Procedure: Should an incident require the attention of a Zial manager, any Customer Care agent will, upon request, connect Customer to a Zial manager.

7.9 Warranty Services. Customer agrees that the Service does not include any warranty services or other services that Zial might provide separately, including, without limitation, any fee-based or other warranty programs.

8. **Service Interruptions:** Service may be interrupted from time to time for a variety of reasons. Zial is not responsible for any interruptions of Service that occur due to acts of God, power failure or any other cause beyond Zial's reasonable control. However, for an interruption that is within Zial's reasonable control, Zial will provide a resolution to such interruption in accordance with IDAPA 31.41.01 Rules 502 and 503. This will be Customer's sole remedy and Zial's sole duty in such cases.
9. **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, ZIAL MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING ANY SERVICE OR EQUIPMENT. ALL SUCH WARRANTIES OR REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT ARE DISCLAIMED.
10. **Limitations of Liability.** ZIAL IS NOT RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES OR LOSSES RELATING TO THE EQUIPMENT OR SERVICE, WHETHER BASED ON NEGLIGENCE OR OTHERWISE. REGARDLESS OF THE CAUSE, ZIAL'S TOTAL LIABILITY FOR DAMAGES OR LOSSES TO CUSTOMER AND ANY OTHER PERSONS RECEIVING THE SERVICE, WILL IN NO EVENT EXCEED THE AMOUNT THAT CUSTOMER HAS PAID TO ZIAL FOR THE SERVICE THAT CUSTOMER RECEIVED DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO THE SPECIFIC EVENT THAT GAVE RISE TO THE APPLICABLE DAMAGE OR LOSS. THIS LIMITATION DOES NOT CONSTITUTE A DETERMINATION BY THE IDAHO PUBLIC UTILITIES COMMISSION THAT A LIMITATION IMPOSED BY THE COMPANY SHOULD BE UPHELD IN A COURT OF LAW. ACCEPTANCE FOR FILING BY THE COMMISSION RECOGNIZES THAT IT IS A COURT'S RESPONSIBILITY TO ADJUDICATE NEGLIGENCE AND CONSEQUENTIAL DAMAGE CLAIMS. IT IS ALSO THE COURT'S RESPONSIBILITY TO DETERMINE THE VALIDITY OF THE EXCULPATORY CLAUSE.
11. **Changes to Service by Customer:** If Customer terminates service prior to the end of the contract or service term, as specified in the Sales Order, for any reason other than breach of this MSA by ZIAL or Force Majeure, and concurrently submits a new Sales Order for Services of the same or greater value over the same or greater term, early termination of such Service will not be considered a breach of this MSA, however, Customer will pay any unpaid amounts for the terminated Service through the date of termination and any additional charges associated with disconnecting the terminated Service.
12. **Applicable Law and Jurisdiction:** This contract is subject to Idaho law. The place of jurisdiction shall be Ada County.
13. **Breach and Termination:** Either party may terminate this MSA upon breach by the other party without incurring terminating liability, provided that, prior written notice is given to the breaching party which specifies the circumstances which may lead to termination and allows thirty (30) days to remedy such circumstances, or a longer time period if mutually agreed upon (Cure Period), and the breaching party fails to cure the circumstances within the Cure Period. If a Service is terminated either by Customer for reasons other than breach by Zial and without a replacement Sales Order pursuant to Section 11, or by Zial for breach by Customer, then Customer will pay Zial 1) 100% of any unpaid amounts for the terminated Service through the date of the service term as specified on the Sales Order; 2) any Equipment costs, and; 3) any additional charges associated with disconnecting the Service.
14. **Amendments or Changes to this MSA:** Zial reserves the right to amend its services, prices and the Terms and Conditions of this MSA at any time. Changes or revisions to this MSA will be deemed effective upon posting the applicable revisions at/on www.zial.com.
15. **Transfer of Rights:** Customers are not permitted to transfer the right and obligations arising from this MSA to third parties without Zial's written consent. Zial is entitled to transfer the rights and obligations arising from this contract to a third party.
16. **Indemnification:** You agree to indemnify, defend and hold harmless Zial, its officers, directors, volunteers, employees, agents, advertisers, information providers and suppliers from and against all losses, expenses, damages and costs, including reasonable attorney's fees, resulting from any violation of this MSA or any activity related to receipt of Service.
17. **Severability** The provisions of this agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.
18. **Force Majeure:** Zial cannot be held liable if the Service or any other services provided by Zial are temporarily interrupted, partially restricted or disabled due to force majeure. Force Majeure is defined as natural events of special intensity (avalanche, flood etc.), war, and armed conflict, terrorism, strike, unforeseeable restrictions by authorities, power failure, virus attack and etc.