

EARTHGRID PBC  
1 West Barrett Avenue, Suite 5  
Richmond, California 94801

Louisiana Tariff No. 1  
Original Page 1

Issued: January 10, 2022  
Issued by: Troy Helming, Founder & CEO

Effective: February 25, 2022

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LOUISIANA  
COMPETITIVE ACCESS PROVIDER  
EARTHGRID PBC

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunication services within the state of Louisiana provided by EarthGrid PBC (“EarthGrid” or “Company”). This tariff is on file with the Louisiana Public Service Commission. Copies may be inspected, during normal business hours, at the following locations:

EarthGrid PBC  
1 West Barrett Avenue, Suite 5  
Richmond, California 94801  
Telephone: 833-327-8441

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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.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
1	Original	*	17	Original	*	33	Original	*
2	Original	*	18	Original	*	34	Original	*
3	Original	*	19	Original	*	35	Original	*
4	Original	*	20	Original	*			
5	Original	*	21	Original	*			
6	Original	*	22	Original	*			
7	Original	*	23	Original	*			
8	Original	*	24	Original	*			
9	Original	*	25	Original	*			
10	Original	*	26	Original	*			
11	Original	*	27	Original	*			
12	Original	*	28	Original	*			
13	Original	*	29	Original	*			
14	Original	*	30	Original	*			
15	Original	*	31	Original	*			
16	Original	*	32	Original	*			

\* - indicates those pages included with this filing

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#### EXPLANATION OF SYMBOLS

The following symbols are used for the purposes indicated below:

- (C) - To signify changed listing, rule, or condition that may affect rates or charges.
  - (D) - To signify discontinued material, including listing, rate, rule, or condition.
  - (I) - To signify an increase.
  - (M) - To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
  - (N) - To signify new material including listing, rate, rule or condition.
  - (R) - To signify a reduction.
  - (S) - To signify reissued material.
  - (T) - To signify change in wording of text but not change in rate, rule, or condition.
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#### APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate competitive access service to business, organizations and institutions by EarthGrid PBC hereinafter referred to as (the “Company”), to Customers within the state of Louisiana. The Company’s services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This tariff is on file with the Louisiana Public Service Commission and will be maintained and made available for inspection during normal business hours at the Company’s principal place of business: 1 West Barrett Avenue, Suite 5, Richmond, California 94801. This tariff is also available on the Company’s web site at [www.EarthGrid.io](http://www.EarthGrid.io).

#### SERVICE AREA MAP

EarthGrid PBC proposes to offer service throughout the State of Louisiana.

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#### TARIFF FORMAT

- A. Page Numbering – Page numbers appear in the upper right corner of the page. Pages are numbered sequentially, however, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
  - B. Page Revision Numbers – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> Revised Page 14 cancels the 3<sup>rd</sup> Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
  - C. Paragraph Numbering Sequence – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
    - 2.
    - 2.1.
    - 2.1.1.
    - 2.1.1.A.
    - 2.1.1.A.1.
    - 2.1.1.A.1.(a).
    - 2.1.1.A.1.(a).I.
    - 2.1.1.A.1.(a).I.(i).
    - 2.1.1.A.1.(a).I.(i).(1).
  - D. Check Sheets – When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.
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## SECTION 1 - DEFINITIONS

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

**Authorized User** - A person, corporation or other entity that is authorized by the Company Customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

**Commission** – Louisiana Public Service Commission.

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

**Company** – EarthGrid PBC, the issuer of this tariff.

**Customer** - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

**Customer Premises** - A location, or equipment, designated by the Customer for the purposes of connecting to the Company's services.

**Deposit** - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

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

**Interruption** - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Company. Any Interruption allowance provided within this Tariff by the Company shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Company's facilities or service, or any other reason covered by this Tariff or by applicable law.

**LATA** - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor tariff(s).

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SECTION 1 - DEFINITIONS, (CONT'D.)

**LEC** - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

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

**MOU** - Minutes of Use.

**Premises** - The space or equipment occupied by a Customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

**Recurring Charges** - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

**Service(s)** - Local Exchange Service. Includes services and facilities provided for the origination or termination of any telecommunication regardless of the technology used in transmission. This includes, but is not limited to, local exchange, long distance, and data communications services that may use TDM, Internet Protocol ("IP") or other technology.

**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 extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

**Service Order** - The written or verbal request for Company services by the Customer and the Company in the format devised by the Company. A Service Order initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

**Terminal Equipment** - Any telecommunications equipment other than the transmission or receiving equipment provisioned at a Company location.

**Premises** - The space or equipment occupied by a Customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

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SECTION 1 - DEFINITIONS, (CONT'D.)

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company

#### 2.1.1 Scope

The Company undertakes to furnish communications service to public entities, non-profit organizations and businesses pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the state of Louisiana. The Company does not provide residential services.

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

The Company arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service arrangement.

#### 2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond Company control.
  - B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions

- A. Customers are required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company to provide service.
  - B. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis, unless otherwise specified by the written Service Order, at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
  - C. Service may be terminated by Company upon written notice to the Customer if:
    - 1. the Customer is using the service in violation of this tariff; or
    - 2. the Customer is using the service in violation of the law; or
    - 3. the Customer is in violation of written Service Order terms.
  - D. This tariff shall be interpreted and governed by the laws of the State of Louisiana.
  - E. Any other telephone company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
  - F. To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.
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## SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

### 2.1 Undertaking of the Company, (Cont'd.)

#### 2.1.4 Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
  - B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
  - C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

- D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, due to:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
  2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, pandemics, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof; any delay of third parties (i.e., utilities, vendors, or carriers) responsible for performing work to complete the installation of the services.
  3. Any unlawful or unauthorized use of Company facilities and services;
  4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
  5. Breach in the privacy or security of communications transmitted over Company facilities;
  6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company liability is limited as set forth in Section 2.1.4.A.
  7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

D. (Cont'd.)

8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Company facilities;

9. Any non-completion of calls due to network busy conditions;

10. Any calls not actually attempted to be completed during any period that service is unavailable;

11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of Company services or facilities.

E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.

F. The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

G. Failure by the Company to assert its rights pursuant to one provision of this rate sheet does not preclude the Company from asserting its rights under other provisions.

H. Directory Errors - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

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

2.1 Undertaking of the Company, (Cont'd.)

2.1.5 Notification of Service-Affecting Activities

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

2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services 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 tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
  - B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
  - C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
  - D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
  - E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by Company agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities, (Cont'd.)

F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
2. the reception of signals by Customer-provided equipment.

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside Company 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. If installation is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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

2.1 Undertaking of the Company, (Cont'd.)

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- 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 construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

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

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
  - 2.2.2 The Company may require applicants for service who intend to use Company offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
  - 2.2.3 The Company may block any signals being transmitted over its Network by Customers who cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
  - 2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

The Customer is responsible for making proper application for service; placing any necessary order, complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A. the payment of all applicable charges pursuant to this tariff and written Service Orders;
  - B. damage to or loss of Company facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
  - C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
  - D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
  - E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining Company facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company opinion, injury or damage to Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., asbestos) prior to any construction or installation work;
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General, (Cont'd.)

- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D.; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
  - G. not creating, or allowing to be placed, any liens or other encumbrances on Company equipment or facilities; and
  - H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.
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Effective: February 25, 2022

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

### 2.3 Obligations of the Customer, (Cont'd.)

#### 2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of Company negligence or intentional misconduct.
  - B. To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other rate sheet of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
  - C. The Customer shall not assert any claim against any other Customer or user of Company services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this rate sheet including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this rate sheet is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
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Issued: January 10, 2022  
Issued by: Troy Helming, Founder & CEO

Effective: February 25, 2022

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

2.4 Customer Equipment and Channels

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company.  
A User may transmit any form of signal that is compatible with Company equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
  - B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to Company employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.
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Issued: January 10, 2022  
Issued by: Troy Helming, Founder & CEO

Effective: February 25, 2022

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

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communication 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 the tariffs of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

2.4.4 Inspections

- A. 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 in Section 2.4.2.A. 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.
  - B. 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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Issued: January 10, 2022  
Issued by: Troy Helming, Founder & CEO

Effective: February 25, 2022

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

### 2.5 Payment Arrangements

#### 2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on Company net income) imposed on or based upon the provision, sale or use of Network Services.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

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Issued: January 10, 2022  
Issued by: Troy Helming, Founder & CEO

Effective: February 25, 2022

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

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

- A. Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to in advance.
  - B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date unless otherwise agreed to in advance. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
  - C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
  - D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
  - E. A late payment fee of not more than 5% will be charged on any past due balance. A bill is considered past due twenty (20) days after the billing date. The late fee will not apply to a previously unpaid late fee. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Louisiana state law.
  - F. The Customer will be assessed a charge of twenty dollars (\$20.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor.
  - G. If service is disconnected by the Company in accordance with Section 2.6 following and later restored, restoration of service will be subject to all applicable installation charges. Service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.
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Issued: January 10, 2022  
Issued by: Troy Helming, Founder & CEO

Effective: February 25, 2022

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

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Disputed Bills

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 30 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B. Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Louisiana Public Service Commission. The address of the Commission is as follows:

Louisiana Public Service Commission  
Galvez Building  
602 North 5th Street, 12th Floor  
Baton Rouge, LA 70802

- C. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- D. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, payment is due within 5 days of notice of resolution or late fees and penalties will apply.

2.5.4 Advance Payments

The Company does not collect advanced payments.

2.5.5 Deposits

The Company does not collect deposits.

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Issued: January 10, 2022  
Issued by: Troy Helming, Founder & CEO

Effective: February 25, 2022

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

### 2.5 Payment Arrangements, (Cont'd.)

#### 2.5.6 Cancellation of Application for Service

- A. Applications for service cannot be canceled without Company agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. Special charges described in 2.5.6.A. through 2.5.6.C. will be calculated and applied on a case-by-case basis.

#### 2.5.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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Issued: January 10, 2022  
Issued by: Troy Helming, Founder & CEO

Effective: February 25, 2022

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

2.6 Discontinuance of Service

Service continues to be provided until canceled by the Customer, in writing, or until discontinued by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

Without incurring liability, the Company may refuse or discontinue service for the following reasons provided that, unless otherwise stated, business Customers will be given five (5) days written notice and residential Customers will be given fifteen (15) days written notice by first class mail, with a final notice by Certified Mail five (5) days prior to discontinuance.

- 2.6.1 For noncompliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
  - 2.6.2 For noncompliance with or violation of Commission regulation or the Company's rules and regulations on file with the Commission.
  - 2.6.3 Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.
  - 2.6.4 For failure of the Customer to make proper application for service or for use of telephone service for any other property or purpose than that described in the application.
  - 2.6.5 Without notice in the event of tampering with the equipment or services owned by the Company or its agents.
  - 2.6.6 Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect Company equipment or Company service to others.
  - 2.6.7 For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
  - 2.6.8 The Company may disconnect service for non-payment of any principal amount with five (5) days written notice, or for non-payment of late penalty assessment with ninety (90) days written notice. Prior to disconnecting service to the customer, the Company shall make two (2) attempts to notify the customer via telephone and in writing via U.S. Mail.
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Issued: January 10, 2022  
Issued by: Troy Helming, Founder & CEO

Effective: February 25, 2022

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

2.6 Discontinuance of Service, (Cont'd.)

2.6.9 Without notice for unauthorized or unlawful use of Authorization Codes. Authorization Codes are issued only by the Company to the Customer and may not be sold or otherwise distributed without the written consent of the Company.

2.6.10 Without notice in the event of any other unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

2.6.11 For Customer's breach of contract for service between the Company and the Customer.

2.7 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever, the Customer agrees to pay to the Company termination liability charges, as defined below unless otherwise stated in written Service Order. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

2.7.1 Termination Liability

The Customer's termination liability for cancellation of service shall be equal to:

- A. all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
  - B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
  - C. all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term.
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Issued: January 10, 2022  
Issued by: Troy Helming, Founder & CEO

Effective: February 25, 2022

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

2.8 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- 2.8.1 to any subsidiary, parent company or affiliate of the Company; or
- 2.8.2 pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.8.3 pursuant to any financing, merger, or reorganization of the Company.

2.9 Customer Liability for Unauthorized Use of the Network

Fraud and Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains Company services provided under this or other Company tariff(s).

It is the exclusive responsibility of the Customer to prevent the occurrence of fraud, and Customer is responsible for payment of any charges incurred due to fraud, abuse, or misuse of the Services, whether known or unknown to Customer, and whether or not the Company takes any actions to stop or block unauthorized or fraudulent use of service.

2.10 Notices and Communications

- 2.10.1 The Customer shall designate on the Service Order the address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which Company bills for service shall be mailed.
  - 2.10.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
  - 2.10.3 Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
  - 2.10.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.
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Issued: January 10, 2022  
Issued by: Troy Helming, Founder & CEO

Effective: February 25, 2022

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

2.11 Taxes, Fees and Surcharges

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to, Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes, fees and surcharges are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

2.12 Miscellaneous Provisions

2.12.1 Maintenance and Operations Records

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

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Issued: January 10, 2022  
Issued by: Troy Helming, Founder & CEO

Effective: February 25, 2022

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### SECTION 3 - EXCHANGE AREAS

#### 3.1 List of Exchanges

EarthGrid proposes to offer dedicated services throughout the State of Louisiana.

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Issued: January 10, 2022  
Issued by: Troy Helming, Founder & CEO

Effective: February 25, 2022

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#### SECTION 4 - DESCRIPTION OF SERVICES

##### 4.1. Dedicated Private Line Services

Dedicated Private Line Services consist of point-to-point intraexchange and interexchange telecommunications services. The Company offers lit and dark fiber transmission facilities to business subscribers who may utilize the fiber for various communications needs, including Internet transport and wireless backhaul services. The Company does not offer switched voice services or dial tone.

##### 4.2. Other Services

The Company, on an Individual Case Basis (ICB), depending on conditions and Customer requirements, may provide other services, including dark fiber, and fractional point-to-point high-speed digital point-to-point services.

##### 4.3. Individual Case Basis (ICB) Arrangements

4.3.1. ICB Arrangements are those which are not offered under other sections of this tariff. ICB Arrangements will be developed on a case-by-case basis in response to bona-fide requests from the Company's Customer or prospective Company Customer. The facilities utilized to provide these services are of a type normally used by the Company in furnishing its other services to the Company's Customers and shall be comparable with other dedicated services offered by the Company, as well as the standard engineering and maintenance practices of the Company. The requested service or arrangement is subject to the availability of the necessary Company personnel and capital resources.

4.3.2. Rates quoted in response to requests for ICB Arrangements may be different than those specified for the services identified in this tariff. The Customer has ninety (90) days after receiving the ICB rates to order the service requested at the rates quoted by the Company. All IBC contracts will be filed with the Commission upon request.

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Issued: January 10, 2022  
Issued by: Troy Helming, Founder & CEO

Effective: February 25, 2022

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## SECTION 5 – RATES AND CHARGES

### 5.1. Rate Elements

5.1.1. Nonrecurring and monthly recurring rates apply and vary for each service furnished by the Company. Monthly recurring rates vary according to the time period for which the Customer commits to take the service.

### 5.2. Rates

#### 5.2.1. Company Private Line Transport Rates

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

### 5.3. Labor Rates

The following rates are labor rates for services not covered in ICB scope of work:

Network Engineer:	\$195 per hour
Field Engineer:	\$125 per hour