

TELECOMMUNICATIONS TARIFF

OF

**FATBEAM, LLC
2065 Riverstone Dr., Suite 105
Coeur d'Alene, Idaho 83814
(855) 979-8844**

This Tariff contains the rates, terms and conditions applicable to the provision of Intrastate Telecommunication Private Line Services in the State of Arizona by **FATBEAM, LLC** with corporate offices at 2065 Riverstone Dr., Suite 105, Coeur d'Alene, Idaho 83814. This Tariff is on file with the Arizona Corporation Commission. Copies are located at the Company's address above and are available for viewing during normal business hours. You may also contact Company to have a copy emailed to you at (855) 979-8844

Issued Date: October 24, 2018

Effective Date: October 24, 2018

Gregory Green, President
Fatbeam, LLC
2065 Riverstone Dr., Suite 105
Coeur d'Alene, Idaho 83814

APPROVED FOR FILING
DECISION # 26911

CHECK LIST

Tariff sheets are effective as of the date shown. Revised sheets as named below contain all changes from the original tariff that are in effect on the date thereof.

SHEET	REVISION	SHEET	REVISION
1	Original	17	Original
2	Original		
3	Original		
4	Original		
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		

*Signifies new or amended tariff sheets

Issued Date: October 24, 2018

Effective Date: October 24, 2018

Gregory Green, President
Fatbeam, LLC
2065 Riverstone Dr., Suite 105
Coeur d'Alene, Idaho 83814

APPROVED FOR FILING
DECISION #: 16911

TABLE OF CONTENTS

TITLE PAGE1

CHECK LIST2

TABLE OF CONTENTS3

TARIFF FORMAT4

1. EXPLANATION OF SYMBOLS5

2. APPLICATION OF TARIFF6

3. DEFINITIONS6

4. PROVISION OF SERVICE8

5. CUSTOMER OBLIGATIONS AND RESPONSIBILITIES8

6. OBLIGATIONS OF COMPANY10

7. SERVICE TERM11

8. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS11

9. SPECIAL CONSTRUCTION12

10. SERVICE OFFERINGS12

11. DEPOSITS13

12. RETURNED CHECK CHARGE13

13. SPECIAL CHARGES13

14. SERVICE CANCELLATIONS14

15. SERVICE INTERRUPTIONS14

16. SERVICES AND RATES15

Issued Date: October 24, 2018

Effective Date: October 24, 2018

Gregory Green, President
Fatbeam, LLC
2065 Riverstone Dr., Suite 105
Coeur d'Alene, Idaho 83814

APPROVED FOR FILING
DECISION #: 76911

TARIFF FORMAT

- A. Page Numbering: Page numbers appear in the upper-right corner of the page. Pages are sequentially numbered and so new pages added will appear as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.
- B. Page Revision Numbers: Revision numbers also appear in the upper-right corner of the page. You use the revision numbers to determine the most current page version on file with the Arizona Corporation Commission. For example, the 4th revised Page 34 cancels the 3rd revised Page 34. Because of deferrals, notice periods, etc., the most current page number on file with the Commission is not always the tariff page in effect. You should consult the Check List page 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 of coding as follows:
- 2.
 - 2.1
 - 2.1.1
 - 2.1.1A.
 - 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 List of Effective Pages: When the Company makes a tariff filing with the Commission, an updated Check List of Effective Pages (“Check List”) accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross-reference to the current revision number. When the Company adds new pages, an updated Check List reflects the revision. An asterisk (*) marks all revisions made in a given filing. There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, etc.). You should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

Issued Date: October 24, 2018

Effective Date: October 24, 2018

Gregory Green, President
Fatbeam, LLC
2065 Riverstone Dr., Suite 105
Coeur d’Alene, Idaho 83814

APPROVED FOR FILING
DECISION #: 76911

1. EXPLANATION OF SYMBOLS

When the Company revises tariff sheets, the following symbols will identify the changes:

- (C) To signify a change in regulation or price
- (D) To signify a deleted or discontinued rate, regulation or condition
- (I) To signify a change resulting in an increase
- (M) To signify material moved from or to another part of the tariff with no change in text, rate, rule or condition
- (N) To signify a new rate, regulation, condition or sheet
- (R) To signify a change resulting in a reduction
- (T) To signify change in text but no change in rate, rule or condition

Issued Date: October 24, 2018

Effective Date: October 24, 2018

Gregory Green, President
Fatbeam, LLC
2065 Riverstone Dr., Suite 105
Coeur d'Alene, Idaho 83814

APPROVED FOR FILING
DECISION #: 76911

2. APPLICATION OF TARIFF

The service rates and regulations set forth in this Tariff are for the provision of Private Line Telecommunications Services statewide for customers of FATBEAM, LLC. ("Company").

The Company, from time to time, may engage in special promotional offerings designed to attract new customers or to promote existing or new Services. Such promotional offerings shall be subject to specific dates, times, and/or locations, and shall be subject to prior notification to the Commission.

3. DEFINITIONS

The following terms used in this Tariff, shall have the meanings identified below unless the context otherwise requires:

Authorized User - A person, firm, corporation or other entity that 1) has authorized the installation and signed a contract, which outlines the services and sets forth the cost of those services or 2) is authorized by the Customer to act as Customer in matters involving the Service. The service contract may contain additional information about the authorized user(s).

Available/Availability - This condition is defined in the contract for each different service.

Bill Date - The Bill Date for Services is the first of each month and reflects billing in advance for that month. The invoice will also contain a partial month's billing for Services installed prior to a Bill Date.

Circuit - A non-switched communications path of a specific bandwidth or transmission speed between two or more points of termination.

Commission - The Arizona Corporation Commission

Company - Fatbeam, LLC.

Issued Date: October 24, 2018

Effective Date: October 24, 2018

Gregory Green, President
Fatbeam, LLC
2065 Riverstone Dr., Suite 105
Coeur d'Alene, Idaho 83814

APPROVED FOR FILING
DECISION #: 76911

3. DEFINITIONS (Continued)

Company Network - The transmission system operated by Fatbeam.

Customer - The person, firm, corporation or other entity which orders or uses Service and, has agreed by signature or otherwise to honor the terms of the Service herein, and is responsible for payment of rates and charges for Service to Customer locations and for compliance with tariff regulations.

Customer Premise(s) - Locations designated by Customer or Authorized User where Services terminate for Customer's own needs or for the use of third parties.

Demarcation - Company equipment placed in Customer Premise(s) by Company, which acts as a point of demarcation between Company network and Customer network for the delivery of Services.

Due Date - Company invoices are due when rendered and past due by the due date indicated on Company's invoice to Customer.

Facilities - All Company owned or operated equipment and transmission Facilities used to provide telecommunications Services.

Gbps - Gigabits per second.

Non-Recurring Charge - A one-time installation charge.

Premises - All real property and apparatus employed in a single enterprise on an integral parcel of land undivided by public street, alleys, or railways.

Requested Service Date - The date requested by the Customer for commencement of Service.

Start of Service or Service Activation - This meaning is outlined in each contract for Service(s).

Term - Service Commitment Period is outlined in each contract for Service(s) or each Service Order.

Issued Date: October 24, 2018

Effective Date: October 24, 2018

Gregory Green, President
Fatbeam, LLC
2065 Riverstone Dr., Suite 105
Coeur d'Alene, Idaho 83814

APPROVED FOR FILING
DECISION #: 76911

4. PROVISION OF SERVICE

Customers must enter into a written contract with Company, which contract will specify the Services, the rate offered for Services, and other terms and conditions of Service. Certain general terms and conditions applicable to the provision of Service by Company are set forth in this Tariff. Contract terms not specifically governed by the Tariff are in Company contract. A signed contract and a Notice to Proceed are required before Company will proceed with ordering, or installing Facilities and/or installation of Services.

5. CUSTOMER OBLIGATIONS AND RESPONSIBILITIES

A. Conditions for Use: Customer may use Services for the transmission of information if Customer:

1. Has an active written contract with Company
2. Does not use Services for any purpose or in any manner directly or indirectly in violation of the law or in aid of any unlawful act or undertaking
3. Upon request, furnishes such information and access to its location(s) as may be required to permit the Company to design and maintain Facilities to provide Services and to assure the Services arrangement is in accordance with the provisions of this Tariff and the contract with Company.

B. Customer is Responsible for:

1. Ensuring compatibility, installation, and maintenance of Customer equipment and systems on Customer side of the Demarcation provided by Company
2. Damage to or destruction of Facilities caused by the negligence or willful act of Customer or their agents
3. Reimbursing Company for any loss caused by the theft of Facilities installed on Customer Premises
4. The provision of conduit, power, wiring, and outlets required to operate the Facilities installed on Customer Premises.

Issued Date: October 24, 2018

Effective Date: October 24, 2018

Gregory Green, President
Fatbeam, LLC
2065 Riverstone Dr., Suite 105
Coeur d'Alene, Idaho 83814

APPROVED FOR FILING
DECISION #: 76911

B. Customer is Responsible for: (Continued)

5. Obtaining permission for Company's agents or employees to enter the Premises of Customer at any reasonable hour for the purpose of installing, inspecting, repairing or, upon termination of Services, removing the Facilities
6. The limitations of authority, actions or omissions of a person, firm or corporation appointed by Customer as its agent shall not be binding on the Company
7. Any breach of the terms and conditions contained in this Tariff or in the contract between Customer and Company governing Services.

C. Payment of Rates and Charges: Customer is responsible for payment of all rates and charges as specified in this Tariff and the contract with Company, for Services furnished by the Company to Customer, including applicable state and federal taxes and surcharges. Company will submit invoices to Customer by the fifteenth (15th) of each month at Customer's provided mailing address and are due and payable upon receipt. Undisputed invoices not paid after thirty (30) days are subject to interest compounded monthly at one and one-half percent (1.5%) per month. Failure to pay any past or currently due amounts may result in termination of Services as described in Section 14 of this Tariff.

D. Dispute Resolution Procedures: Company's contract for Services contains the Company's Dispute Resolution procedures. In the event Customer does not accept the decision of Company supervisory personnel, Company shall direct such supervisory personnel to inform Customer of their right to have the problem reviewed by the Arizona Corporation Commission and shall furnish them with the contact information below.

Arizona Corporation Commission
Utilities Division
1200 West Washington
Phoenix, AZ 85007-2996
(602) 542-4251
(800) 222-7000
Web Site: <http://eservice.azcc.gov/utilities/complaint>

Issued Date: October 24, 2018

Effective Date: October 24, 2018

Gregory Green, President
Fatbeam, LLC
2065 Riverstone Dr., Suite 105
Coeur d'Alene, Idaho 83814

APPROVED FOR FILING
DECISION #: 76911

6. OBLIGATIONS OF COMPANY

- A. **Undertakings:** The undertaking of Company is to furnish Services as ordered and specified by Customer and as limited by this Tariff and the contract with Customer. This offering is subject to the availability of Facilities. Customer may not rearrange, disconnect, remove, or attempt to repair any equipment or Facilities owned/leased by Company.
- B. **Limitations:** Company shall not be responsible for installation, operation or maintenance of any Customer owned facilities, communications systems purchased or connected to Services, unless otherwise specified in the contract entered into by Customer and Company. Company responsibility shall be limited to the furnishing of Services and the maintenance and operation of such Services. The furnishing of Services will require certain physical arrangements of the Facilities of the Company and is therefore subject to the availability of such Facilities.
- C. **Liability and Indemnification:**
1. Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing Services. Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Services provided by Company or use of the Facilities, or the acts, omissions or negligence of Company's employees or agents. This Tariff does not cover Company's liability for gross negligence or willful misconduct.
 2. The sole remedy for Customer with respect to failure of Company to maintain proper standards or maintenance and operation or failure to exercise reasonable supervision shall not exceed an amount equivalent to the credit for a service interruption specified in the contract between Company and Customer.
 3. Company shall not be liable for any defacement of or damage to Premises of Customer resulting from the furnishing of Facilities; or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the agents or employees of the Company.

Issued Date: October 24, 2018

Effective Date: October 24, 2018

Gregory Green, President
Fatbeam, LLC
2065 Riverstone Dr., Suite 105
Coeur d'Alene, Idaho 83814

APPROVED FOR FILING
DECISION #: 76911

C. Liability and Indemnification: (Continued)

4. Company shall be indemnified and saved harmless by Customer against:

- a. Claims for libel, slander and infringement or copyright arising from the material transmitted over the Facilities;
- b. Claims for infringement of patents arising from, combining with, or using in connection with, the Facilities and systems or apparatus of Customer; and
- c. All other claims arising out of any act or omission of Customer or their agents in connection with the Facilities, or information transmitted over the Facilities.

D. Provision of Facilities:

- 1. Upon executing a contract and upon receipt of a Notice to Proceed from Customer, Company will begin the process of providing all Facilities necessary for Services.
- 2. In the event permitting and/or construction delay Facilities, Company will notify Customer and continue to keep them informed of the progress of the project via the project management process.

7. SERVICE TERM

The contract with Customer and Company specifies the Term of Services.

8. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Company negotiates contracts with facility providers in Arizona to obtain the best possible rates for point-to-point Facilities to deliver Services to Customer. The total rate to Customer, including build costs, will be determined on an Individual Case Basis in a non-discriminatory manner. ICB rates recover Company's cost of providing the Services requested and are available to Commission staff upon request on a proprietary basis. Company will file ICB contracts with the Utilities Division of the Arizona Corporation Commission upon signature by Customer and if requested by Staff.

Issued Date: October 24, 2018

Effective Date: October 24, 2018

Gregory Green, President
Fatbeam, LLC
2065 Riverstone Dr., Suite 105
Coeur d'Alene, Idaho 83814

APPROVED FOR FILING
DECISION #: 16911

9. SPECIAL CONSTRUCTION

Provision of Services in some areas may also require Special Construction of Facilities. Special Construction may require full or partial payment prior to beginning work. Company will undertake Special Construction arrangements of Facilities only at the consent of Customer. Customer's consent shall come in the form of a signed contract with Company, which contract contains the pricing for Special Construction, if any, Non-Recurring Charges ("NRC"), if any, and Monthly Recurring Charges ("MRC") for the Services. The executed contract by Customer's authorized representative indicates Customer's approval of Company's charges and Services. Special Construction charges, if any, are set forth in the proposal to Customer.

- A. **Charges for Special Construction:** All charges for Special Construction Services shall be set forth in the proposal. Customer must sign the Company contract and approve the Special Construction charges by authorized signature in addition to signing and returning the Notice to Proceed to allow Company to start the processes necessary to deliver Services by Customer requested due date. Although this is not always possible, Company strives to meet Customers requested completion date. Once Customer signs the Notice to Proceed, there could be termination charges in the event Customer cancels the contracted Services prior to completion.
- B. **Plans and Specifications:** Customer may request Company to provide detailed plans and specifications with their proposal. Customer may be required to pay a deposit equal to the estimated cost of preparation. Company shall attempt to make these plans available within ninety (90) days of receipt of Customer deposit. The deposit will apply to the cost if Customer decides to proceed as outlined in Section 9A, otherwise, the deposit shall be nonrefundable.
- C. **Advance Payment:** Should Company or its underlying provider require an advance payment for Special Construction, that information will be included in the proposal and the contract terms and conditions. In the event construction costs are less than the amount advanced, Company will refund the difference to Customer within one hundred and twenty (120) days.

10. SERVICE OFFERINGS

Company will provide High Speed Broadband Services ("Services") delivered over Private Line Facilities. Pricing for Services is inclusive of the Facilities used to deliver Services.

Issued Date: October 24, 2018

Effective Date: October 24, 2018

Gregory Green, President
Fatbeam, LLC
2065 Riverstone Dr., Suite 105
Coeur d'Alene, Idaho 83814

APPROVED FOR FILING
DECISION #: 76911

11. DEPOSITS

Company does not request deposits, prepayments or advances; however, an exception in the case of Special Construction could exist as many companies request Special Construction prepayment prior to starting the work. If this is the case, Company will notify Customer. If Customer requests to make prepayment of Special Construction or Non-Recurring charges, Company will accept those payments and apply to Customer's account with no interest accrual.

12. RETURNED CHECK CHARGE

Company will charge a maximum returned check fee of twenty-five dollars and no cents (\$25.00).

13. SPECIAL CHARGES

- A. Out-of-Normal Work Hours: If Company is dispatched on repair during out-of-normal work hours and the trouble is found in Company equipment, there is no charge for the repair. If trouble is found to be in Company equipment, the Service Outage credits found in Section 16.C. of this tariff will apply. In no instance will the Service Outage credit be more than the monthly rate for the service.
- B. Maintenance and Service Charge: In the event Customer reports an out of service condition and trouble is found in Customer equipment and requests Company to fix it, Company will charge the rates found in Section 16.C. In the event Customer reports an out of service condition and trouble is found in Customer equipment and Customer does not request Company to fix it, Company will charge the rate found in Section 16.C for the call-out.

Issued Date: October 24, 2018

Effective Date: October 24, 2018

Gregory Green, President
Fatbeam, LLC
2065 Riverstone Dr., Suite 105
Coeur d'Alene, Idaho 83814



14. SERVICE CANCELLATIONS

A. Discontinuance of Services by Company:

Company may, by written notice to Customer discontinue furnishing Services without incurring any liability beyond that stated in the contract, for the following situations:

1. Non-payment of any sum due to the Company by Customer; or
2. A breach of any of Customer's representations or warranties contained in the contract with Company, or a violation by Customer of any term or condition governing the furnishing of service as specified in this Tariff or in the contract with Company.

B. Cancellation of Service by Customer Prior to End of Contract Term

When Customer cancels Services prior to the end of the contract term, Customer will be required to pay a termination charge in the amount specified in the contract with Company.

C. Cancellation of Contract / Contract for Services:

If Customer cancels the contract for Services after execution of the contract and the Notice to Proceed, Customer may be required to pay a cancellation fee as detailed in the Company contract.

15. SERVICE INTERRUPTIONS

A. Company agrees to use its best efforts to assure continuous full-time operation of Services. A Service Interruption exists when Customer reports trouble to Company and Company confirms the trouble.

B. Service Restoration: Company agrees to use its best efforts to respond to Customer's reasonable request for maintenance in connection with the Services as soon as reasonably possible and Customer provides access if necessary. Company agrees to use its best efforts to minimize the duration of any Service Interruption.

Issued Date: October 24, 2018

Effective Date: October 24, 2018

Gregory Green, President
Fatbeam, LLC
2065 Riverstone Dr., Suite 105
Coeur d'Alene, Idaho 83814

APPROVED FOR FILING
DECISION #: 76911

15. SERVICE INTERRUPTIONS (Continued)

- C. Liability: Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages as the result of any Service Interruption. This Tariff does not limit Company's liability for gross negligence or willful misconduct.
- D. Credits: The contract between Company and Customer specifies the amount of credit for Service Interruptions. If Service is covered by this Tariff, see Section 16.C

16. SERVICES AND RATES

A. COMPANY PRIVATE LINE SERVICES

A.1. DESCRIPTION

Company Private Line services are high bandwidth broadband Services comprised primarily of Company owned and leased transmission Facilities. In those instances where Company does not have fiber network in the area and is unable to build, Company will contact local Ethernet service providers to request the lowest pricing available for the leased bandwidth required. A site survey may be necessary in order to analyze and determine costs to build fiber into Customer premises for either a fiber build or leased fiber. Individual Case Basis (ICB) pricing will vary based on Customer distance from existing fiber, route considered, estimation of construction costs, distance to the closest terminal, and any permitting that may be required. There may be other considerations not listed; however, these are primary.

A.2. GENERAL TERMS AND CONDITIONS

In addition to the general terms and conditions in Company Tariff, the terms and conditions in this section also apply to Company Private Line Services.

- A. In areas where facilities and equipment are not available or technically feasible, ICB (Individual Case Basis) Special Construction of the facilities may be necessary. See Sections 8 and 9.
- B. Customer must provide suitable equipment space for Company equipment. This space must be accessible exclusively to Company.

Issued Date: October 24, 2018

Effective Date: October 24, 2018

Gregory Green, President
Fatbeam, LLC
2065 Riverstone Dr., Suite 105
Coeur d'Alene, Idaho 83814

APPROVED FOR FILING
DECISION #: 76911

B. WIDE AREA NETWORK (WAN) PRIVATE LINE SERVICE ELEMENTS AND RATES

B.1. DESCRIPTION

Wide Area Network (“WAN”) Private Line Service is a high-performance network providing secure Facilities for Customers to connect multiple locations together to share information, data and application services amongst all locations. This dedicated infrastructure connects one location with another location or multiple locations to each other. Company provides the circuits in bandwidths based on Customer needs and availability.

B.2. COMPANY FIBER OPTIC WIDE AREA NETWORK TRANSPORT SERVICE ELEMENTS AND RATES

Where Company Facilities are available and where private line facilities are not covered in an ICB contract under Section 8 and 9, the following rates apply:

Each site:

Bandwidth	Maximum MRC	Maximum NRC
1G (1,000Mbps)	\$2,000	\$5,000
2G (2,000Mbps)	\$2,000	\$5,000
5G (5,000Mbps)	\$12,000	\$20,000
10G (10,000Mbps)	\$20,000	\$35,000
20G (20,000Mbps)	\$30,000	\$45,000

Issued Date: October 24, 2018

Effective Date: October 24, 2018

Gregory Green, President
Fatbeam, LLC
2065 Riverstone Dr., Suite 105
Coeur d’Alene, Idaho 83814

**APPROVED FOR FILING
DECISION #: 76911**

C. SPECIAL CHARGES

Service Outage Credits for trouble found in Company Equipment and/or Facilities.

Length of Service Outage	Credit Percentage of MRC
Less than 45 minutes	No Credit
45 minutes to 4 hours	5%
Greater than 4 hours/less than 8 hours	10%
Greater than 8 hours/less than 12 hours	15%
Greater than 12 hours/less than 16 hours	20%
Greater than 16 hours/less than 24 hours	35%
Greater than 24 hours	50%

Company Callouts for trouble found in Customer Equipment or Facilities.

Business Hours (8am-5pm M-F PST)	Non Business Hours
Customer Fault / Requests Repair	Customer Fault / Requests Repair
(1 st hour each Mobilization) \$250.00/hr.	(1 st hour each Mobilization) \$300.00/hr.
Each additional hour, \$150.00/hr.	Each additional hour, \$200.00/hr.
Customer agrees to pay for all materials Company provides for maintenance work on Customer-owned equipment.	

Business Hours (8am-5pm M-F PST)	Non Business Hours
Customer Fault / Does Not Request Repair	Customer Fault / Does Not Request Repair
(1 st hour each Mobilization) \$250.00/hr.	(1 st hour each Mobilization) \$300.00/hr.
Each additional hour \$150.00/hr. on prem.	Each additional hour \$200.00/hr. on prem.

Issued Date: October 24, 2018

Effective Date: October 24, 2018

Gregory Green, President
Fatbeam, LLC
2065 Riverstone Dr., Suite 105
Coeur d'Alene, Idaho 83814

APPROVED FOR FILING
DECISION #: 16911