FCC Form 481 - Carrier Annual Reporting Data Collection Form

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	359125
<015>	Study Area Name	Premier Communications, Inc.
<020>	Program Year	2018
<030>	Contact Name: Person USAC should contact with questions about this data	Ryan Boone
<035>	Contact Telephone Number: Number of the person identified in data line <030>	7127223451 ext.
<039>	Contact Email Address: Email of the person identified in data line <030>	rboone@mypremieronline.com
	Form Type	54.313 and 54.422

(200) Service Outage Reporting (Voice)
Data Collection Form

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	359125
<015>	Study Area Name	Premier Communications, Inc.
<020>	Program Year	2018
<030>	Contact Name - Person USAC should contact regarding this data	Ryan Boone
<035>	Contact Telephone Number - Number of person identified in data line <030>	7127223451 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	rboone@mypremieronline.com

<210> For the prior calendar year, were there any reportable voice service outages? No

<220>

<a> NORS Reference Number	<b1> Outage Start Date	<b2> Outage Start Time	<b3> Outage End Date	<b4> Outage End Time	<c1> Number of Customers Affected	<c2> Total Number of Customers	<d> 911 Facilities Affected (Yes / No)	<e> Service Outage Description (Check all that apply)	<f> Did This Outage Affect Multiple Study Areas (Yes / No)	<g> Service Outage Resolution	<h> Preventative Procedures

(300) Unfulfilled Service Request
Data Collection Form

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	359125
<015>	Study Area Name	Premier Communications, Inc.
<020>	Program Year	2018
<030>	Contact Name - Person USAC should contact regarding this data	Ryan Boone
<035>	Contact Telephone Number - Number of person identified in data line <030>	7127223451 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	rboone@mypremieronline.com

<300> Unfulfilled service request (voice) 0

<310> Detail on attempts (voice)

Name of Attached Document

<320> Unfulfilled service request (broadband)

<330> Detail on attempts (broadband)

Name of Attached Document

(400) Number of Complaints per 1,000 customers
Data Collection Form

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	359125
<015>	Study Area Name	Premier Communications, Inc.
<020>	Program Year	2018
<030>	Contact Name - Person USAC should contact regarding this data	Ryan Boone
<035>	Contact Telephone Number - Number of person identified in data line <030>	7127223451 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	rboone@mypremieronline.com
<400>	Select from the drop-down list to indicate how you would like to report voice complaints (zero or greater) for voice telephony service in the prior calendar year for each service area in which you are designated an ETC for any facilities you own, operate, lease, or otherwise utilize.	Offered only fixed voice
<410>	Complaints per 1000 customers for fixed voice	0.0
<420>	Complaints per 1000 customers for mobile voice	
<430>	Select from the drop-down list to indicate how you would like to report end-user customer complaints (zero or greater) for broadband service in the prior calendar year for each service area in which you are designated an ETC for any facilities you own, operate, lease, or otherwise utilize.	
<440>	Complaints per 1000 customers for fixed broadband	
<450>	Complaints per 1000 customers for mobile broadband	

(500) Compliance With Service Quality Standards and Consumer Protection Rules
Data Collection Form

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	359125
<015>	Study Area Name	Premier Communications, Inc.
<020>	Program Year	2018
<030>	Contact Name - Person USAC should contact regarding this data	Ryan Boone
<035>	Contact Telephone Number - Number of person identified in data line <030>	7127223451 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	rboone@mypremieronline.com
<500>	Certify compliance with applicable service quality standards and consumer protection rules	Yes
<510>	Descriptive document for Service Quality Standards & Consumer Protection Rules Compliance	359125ia510.pdf
<515>	Certify compliance with applicable minimum service standards	

(600) Functionality in Emergency Situations
Data Collection Form

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	359125
<015>	Study Area Name	Premier Communications, Inc.
<020>	Program Year	2018
<030>	Contact Name - Person USAC should contact regarding this data	Ryan Boone
<035>	Contact Telephone Number - Number of person identified in data line <030>	7127223451 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	rboone@mypremieronline.com
<600>	Certify compliance regarding ability to function in emergency situations	Yes
<610>	Descriptive document for Functionality in Emergency Situations	359125ia610.pdf

(700) Price Offerings including Voice Rate Data
Data Collection Form

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	359125
<015>	Study Area Name	Premier Communications, Inc.
<020>	Program Year	2018
<030>	Contact Name - Person USAC should contact regarding this data	Ryan Boone
<035>	Contact Telephone Number - Number of person identified in data line <030>	7127223451 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	rboone@mypremieronline.com

<701>	Residential Local Service Charge Effective Date	1/1/2017
<702>	Single State-wide Residential Local Service Charge	18.0

<703>

<a1>	<a2>	<a3>	<b1>	<b2>	<b3>	<b4>	<b5>	<c>
State	**Exchange (ILEC)**	**SAC (CETC)**	**Rate Type**	**Residential Local Service Rate**	**State Subscriber Line Charge**	**State Universal Service Fee**	**Mandatory Extended Area Service Charge**	**Total per line Rates and Fees**

-- See attached worksheet --

(710) Broadbrand Price Offerings
Data Collection Form

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	359125
<015>	Study Area Name	Premier Communications, Inc.
<020>	Program Year	2018
<030>	Contact Name - Person USAC should contact regarding this data	Ryan Boone
<035>	Contact Telephone Number - Number of person identified in data line <030>	7127223451 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	rboone@mypremieronline.com

<711>

<a1>	<a2>	<b1>	<b2>	<c>	<d1>	<d2>	<d3>	<d4>
State	**Exchange (ILEC)**	**Residential Rate**	**State Regulated Fees**	**Total Rate and Fees**	**Broadband Service - Download Speed (Mbps)**	**Broadband Service - Upload Speed (Mbps)**	**Usage Allowance (GB)**	**Usage Allowance Action Taken When Limit Reached {*select*}**

(800) Operating Companies
Data Collection Form

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	359125
<015>	Study Area Name	Premier Communications, Inc.
<020>	Program Year	2018
<030>	Contact Name - Person USAC should contact regarding this data	Ryan Boone
<035>	Contact Telephone Number - Number of person identified in data line <030>	7127223451 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	rboone@mypremieronline.com

<810>	Reporting Carrier	Premier Communications, Inc.
<811>	Holding Company	Mutual Telephone Company (IA)
<812>	Operating Company	Premier Communications, Inc.

<813>

<a1>	<a2>	<a3>
Affiliates	**SAC**	**Doing Business As Company or Brand Designation**

-- See attached worksheet --

(900) Tribal Lands Reporting
Data Collection Form

FCC Form 481
OMB Control No. 3060-0986 /OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	359125
<015>	Study Area Name	Premier Communications, Inc.
<020>	Program Year	2018
<030>	Contact Name - Person USAC should contact regarding this data	Ryan Boone
<035>	Contact Telephone Number - Number of person identified in data line <030>	7127223451 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	rboone@mypremieronline.com

<900> Does the filing entity offer tribal land services? (Y/N) No

<910> Tribal Land(s) on which ETC Serves

<920> Tribal Government Engagement Obligation

Name of Attached Document

If your company serves Tribal lands, please select (Yes,No, NA) for each these boxes to confirm the status described on the attached PDF, on line 920, demonstrates coordination with the Tribal government pursuant to § 54.313(a)(9) includes:

		Select Yes or No or Not Applicable
<921>	Needs assessment and deployment planning with a focus on Tribal community anchor institutions.	
<922>	Feasibility and sustainability planning;	
<923>	Marketing services in a culturally sensitive manner;	
<924>	Compliance with Rights of way processes	
<925>	Compliance with Land Use permitting requirements	
<926>	Compliance with Facilities Siting rules	
<927>	Compliance with Environmental Review processes	
<928>	Compliance with Cultural Preservation review processes	
<929>	Compliance with Tribal Business and Licensing requirements.	

(1000) Voice and Broadband Service Rate Comparability
Data Collection Form

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	359125
<015>	Study Area Name	Premier Communications, Inc.
<020>	Program Year	2018
<030>	Contact Name - Person USAC should contact regarding this data	Ryan Boone
<035>	Contact Telephone Number - Number of person identified in data line <030>	7127223451 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	rboone@mypremieronline.com

<1000> Voice services rate comparability certification: Yes

<1010> Attach detailed description for voice services rate comparability compliance

Name of Attached Document

<1020> Broadband comparability certification

<1030> Attach detailed description for broadband comparability compliance

Name of Attached Document

(1100) No Terrestrial Backhaul Reporting Data Collection Form

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	359125
<015>	Study Area Name	Premier Communications, Inc.
<020>	Program Year	2018
<030>	Contact Name - Person USAC should contact regarding this data	Ryan Boone
<035>	Contact Telephone Number - Number of person identified in data line <030>	7127223451 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	rboone@mypremieronline.com

<1100>	Certify whether terrestrial backhaul options exist (Y/N)	Yes
<1130>	Please select the appropriate response (Yes, No, Not Applicable) to confirm the reporting carrier offers broadband service of at least 1 Mbps downstream and 256 kbps upstream within the supported area pursuant to § 54.313(g).	

(1200) Terms and Condition for Lifeline Customers
Lifeline
Data Collection Form

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	359125
<015>	Study Area Name	Premier Communications, Inc.
<020>	Program Year	2018
<030>	Contact Name - Person USAC should contact regarding this data	Ryan Boone
<035>	Contact Telephone Number - Number of person identified in data line <030>	7127223451 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	rboone@mypremieronline.com

<1210> Terms & Conditions of Voice Telephony Lifeline Plans

359125ia1210.pdf

Name of Attached Document

<1220> Link to Public Website

HTTP

"Please check these boxes below to confirm that the attached document(s), on line 1210, or the website listed, on line 1220, contains the required information pursuant to § 54.422(a)(2) annual reporting for ETCs receiving low-income support, carriers must annually report:

<1221> Information describing the terms and conditions of any voice telephony service plans offered to Lifeline subscribers, ✔

<1222> Details on the number of minutes provided as part of the plan, ✔

<1223> Additional charges for toll calls, and rates for each such plan. ✔

(2005) Price Cap Carrier Additional Documentation
Data Collection Form
Including Rate-of-Return Carriers affiliated with Price Cap Local Exchange Carriers

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	359125
<015>	Study Area Name	Premier Communications, Inc.
<020>	Program Year	2018
<030>	Contact Name - Person USAC should contact regarding this data	Ryan Boone
<035>	Contact Telephone Number - Number of person identified in data line <030>	7127223451 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	rboone@mypremieronline.com

Select the appropriate responses below (Yes, No, Not Applicable) to note compliance as a recipient of Incremental High Cost support, High Cost support to offset access charge reductions, and Connect America Phase II support as set forth in 47 CFR § 54.313(b),(c),(d),(e). The information reported on this form and in the documents attached below is accurate.

Incremental Connect America Phase I reporting

<2011> 3rd Year Certification 47 CFR §54.313(b)(1)(ii) - Note that for the July 2017 certification, this applies to Round 2 recipients of Incremental Support.

<2022> Recipient certifies, representing year three after filing a notice of acceptance of funding pursuant to 54.312(c), that the locations in question are not receiving support under the Broadband Initiatives Program or the Broadband Technology Opportunities Program for projects that will provide broadband with speeds of at least 4 Mbps/1Mbps - 54.313(b)(2)(i). Round 2 recipients only.

<2023> The attachment on line 2024 includes a statement of the total amount of capital funding expended in the previous year in meeting Connect America Phase I deployment obligations, accompanied by a list of census blocks indicating where funding was spent. This covers year three - 54.313(b)(2)(ii). Round 2 recipients only.

<2024A> Round 2 Recipient of Incremental Support?

<2024B> Attach list of census blocks indicating where funding was spent in year three - 54.313(b)(2)(ii). Round 2 recipients only.

Name of Attached Document Listing Required Information

<2025A> Round 2 Recipient of Incremental Support?

<2025B> Attach geocoded Information for Phase I milestone reports (Round 2 for year three) - Connect America Fund , WC Docket 10-90, Report and Order, FCC 13-73, paragraph 35 (May 22, 2013).

Name of Attached Document Listing Required Information

<2015> 2016 and future Frozen Support Certification 47 CFR § 54.313(c)(4)

(2005) Price Cap Carrier Additional Documentation
Data Collection Form
Including Rate-of-Return Carriers affiliated with Price Cap Local Exchange Carriers

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

Price Cap Carrier Connect America ICC Support {47 CFR § 54.313(d)}

<2016> Certification support used to build broadband

Connect America Phase II Reporting {47 CFR § 54.313(e)}

<2017A> Connect America Fund Phase II recipient?

<2017C> Total amount of Phase II support, if any, the price cap carrier used for capital expenditures in 2016.

<2018> Attach the number, names, and addresses of community anchor institutions to which the carrier newly began providing access to broadband service in the preceding calendar year - 54.313(e)(1)(ii)(A)

Name of Attached Document Listing Required Information

<2019> Recipient certifies that it bid on category one telecommunications and Internet access services in response to all FCC Form 470 postings seeking broadband service that meets the connectivity targets for the schools and libraries universal service support program for eligible schools and libraries located within any area in a census block where the carrier is receiving Phase II model-based support, and that such bids were at rates reasonably comparable to rates charged to eligible schools and libraries in urban areas for comparable offerings - 54.313(e)(1)(ii)(C)

(3005) Rate Of Return Carrier Additional Documentation
Data Collection Form

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	359125
<015>	Study Area Name	Premier Communications, Inc.
<020>	Program Year	2018
<030>	Contact Name - Person USAC should contact regarding this data	Ryan Boone
<035>	Contact Telephone Number - Number of person identified in data line <030>	7127223451 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	rboone@mypremieronline.com

Select from the drop down menu or check the boxes below to note compliance with 54.313(f)(1). Privately held carriers must ensure compliance with the financial reporting requirements set forth in 47 CFR 54.313(f)(2). I further certify that the information reported on this form and in the documents attached below is accurate.

Progress Report on 5 Year Plan

(3009) Carrier certifies to 54.313(f)(1)(iii)

(3010A) Certification of Public Interest Obligations {47 CFR § 54.313(f)(1)(i)}

(3010B) Please Provide Attachment — Name of Attached Document Listing Required Information

(3012A) Community Anchor Institutions {47 CFR § 54.313(f)(1)(ii)}

(3012B) Please Provide Attachment — Name of Attached Document Listing Required Information

(3013) Is your company a Privately Held ROR Carrier {47 CFR § 54.313(f)(2)} (Yes/No)

(3014) If yes, does your company file the RUS annual report (Yes/No)

Please check these boxes to confirm that the attached PDF, on line 3017, contains the required information pursuant to § 54.313(f)(2) compliance requires:

(3015) Electronic copy of their annual RUS reports (Operating Report for Telecommunications Borrowers)

(3016) Document(s) with Balance Sheet, Income Statement and Statement of Cash Flows

(3017) If the response is yes on line 3014, attach your company's RUS annual report and all required documentation — Name of Attached Document Listing Required Information

(3018) If the response is no on line 3014, is your company audited? (Yes/No)

If the response is yes on line 3018, please check the boxes below to confirm your submission on line 3026 pursuant to § 54.313(f)(2), contains:

(3019) Either a copy of their audited financial statement; or (2) a financial report in a format comparable to RUS Operating Report for Telecommunications Borrowers

(3020) Document(s) for Balance Sheet, Income Statement and Statement of Cash Flows

(3021) Management letter and/or audit opinion issued by the independent certified public accountant that performed the company's financial audit.

If the response is no on line 3018, please check the boxes below to confirm your submission on line 3026 pursuant to § 54.313(f)(2), contains:

(3022) Copy of their financial statement which has been subject to review by an independent certified public accountant; or 2) a financial report in a format comparable to RUS Operating Report for Telecommunications Borrowers

(3023) Underlying information subjected to a review by an independent certified public accountant

(3024) Underlying information subjected to an officer certification.

(3025) Document(s) with Balance Sheet, Income Statement and Statement of Cash Flows

(3026) Attach the worksheet listing required information — Name of Attached Document Listing Required Information

(3005) Rate Of Return Carrier Additional Documentation (Continued)

Data Collection Form

FCC Form 481

OMB Control No. 3060-0986/OMB Control No. 3060-0819

July 2013

<010>	Study Area Code	359125
<015>	Study Area Name	Premier Communications, Inc.
<020>	Program Year	2018
<030>	Contact Name - Person USAC should contact regarding this data	Ryan Boone
<035>	Contact Telephone Number - Number of person identified in data line <030>	7127223451 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	rboone@mypremieronline.com

Financial Data Summary

(3027) Revenue	
(3028) Operating Expenses	
(3029) Net Income	
(3030) Telephone Plant In Service(TPIS)	
(3031) Total Assets	
(3032) Total Debt	
(3033) Total Equity	
(3034) Dividends	

Name of Attached Document Listing Required Information

(4005) Rural Broadband Experiment Additional Documentation Data Collection Form	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013

<010>	Study Area Code	359125
<015>	Study Area Name	Premier Communications, Inc.
<020>	Program Year	2018
<030>	Contact Name - Person USAC should contact regarding this data	Ryan Boone
<035>	Contact Telephone Number - Number of person identified in data line <030>	7127223451 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	rboone@mypremieronline.com

4005 Rural Broadband Experiment

Authorized Rural Broadband Experiment (RBE) recipients must address the certification for public interest obligations, provide a list of newly served community anchor institutions, and provide a list of locations where broadband has been deployed.

Public Interest Obligations – FCC 14-98 (paragraphs 26-29, 78)
Please address Line 4001 regarding compliance with the Commission's public interest obligations. All RBE participants must provide a response to Line 4001.

4001. Recipient certifies that it is offering broadband to the identified locations meeting the requisite public interest obligations consistent with the category for which they were selected, including broadband speed, latency, usage capacity, and rates that are reasonably comparable to rates for comparable offerings in urban areas?

Community Anchor Institutions – FCC 14-98 (paragraph 79)

4003a. RBE participants must provide the number, names, and addresses of community anchor institutions to which they newly deployed broadband service in the preceding calendar year. On this line, please respond (yes – attach new community anchors, no – no new anchors) to indicate whether this list will be provided.

If yes to 4003A, please provide a response for 4003B.

4003b. Provide the number, names and addresses of community anchor institutions to which the recipient newly began providing access to broadband service in the preceding calendar year. Name of Attached Document Listing Required Information _____

Broadband Deployment Locations – FCC 14-98 (paragraph 80)

4004a. Attach a list of geocoded locations to which broadband has been deployed as of the June 1st immediately preceding the July 1st filing deadline for the FCC Form 481. Name of Attached Document Listing Required Information _____

4004b. Attach evidence demonstrating that the recipient is meeting the relevant public service obligations for the identified locations. Materials must at least detail the pricing, offered broadband speed and data usage allowances available in the relevant geographic area. Name of Attached Document Listing Required Information _____

Certification - Reporting Carrier Data Collection Form	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013

<010>	Study Area Code	359125
<015>	Study Area Name	Premier Communications, Inc.
<020>	Program Year	2018
<030>	Contact Name - Person USAC should contact regarding this data	Ryan Boone
<035>	Contact Telephone Number - Number of person identified in data line <030>	7127223451 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	rboone@mypremieronline.com

TO BE COMPLETED BY THE REPORTING CARRIER, IF THE REPORTING CARRIER IS FILING ANNUAL REPORTING ON ITS OWN BEHALF:

Certification of Officer as to the Accuracy of the Data Reported for the Annual Reporting for CAF or LI Recipients

I certify that I am an officer of the reporting carrier; my responsibilities include ensuring the accuracy of the annual reporting requirements for universal service support recipients; and, to the best of my knowledge, the information reported on this form and in any attachments is accurate.

Name of Reporting Carrier: Premier Communications, Inc.

Signature of Authorized Officer: CERTIFIED ONLINE Date 06/21/2017

Printed name of Authorized Officer: Ryan Boone

Title or position of Authorized Officer: COO

Telephone number of Authorized Officer: 7127223451 ext.

Study Area Code of Reporting Carrier: 359125 Filing Due Date for this form: 07/03/2017

Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.

Certification - Agent / Carrier Data Collection Form	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013

<010>	Study Area Code	359125
<015>	Study Area Name	Premier Communications, Inc.
<020>	Program Year	2018
<030>	Contact Name - Person USAC should contact regarding this data	Ryan Boone
<035>	Contact Telephone Number - Number of person identified in data line <030>	7127223451 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	rboone@mypremieronline.com

TO BE COMPLETED BY THE REPORTING CARRIER, IF AN AGENT IS FILING ANNUAL REPORTS ON THE CARRIER'S BEHALF:

Certification of Officer to Authorize an Agent to File Annual Reports for CAF or LI Recipients on Behalf of Reporting Carrier

I certify that (Name of Agent)_____ is authorized to submit the information reported on behalf of the reporting carrier. I also certify that I am an officer of the reporting carrier; my responsibilities include ensuring the accuracy of the annual data reporting requirements provided to the authorized agent; and, to the best of my knowledge, the reports and data provided to the authorized agent is accurate.

Name of Authorized Agent:

Name of Reporting Carrier:

Signature of Authorized Officer: Date:

Printed name of Authorized Officer:

Title or position of Authorized Officer:

Telephone number of Authorized Officer:

Study Area Code of Reporting Carrier: Filing Due Date for this form:

Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.

TO BE COMPLETED BY THE AUTHORIZED AGENT:

Certification of Agent Authorized to File Annual Reports for CAF or LI Recipients on Behalf of Reporting Carrier

I, as agent for the reporting carrier, certify that I am authorized to submit the annual reports for universal service support recipients on behalf of the reporting carrier; I have provided the data reported herein based on data provided by the reporting carrier; and, to the best of my knowledge, the information reported herein is accurate.

Name of Reporting Carrier:

Name of Authorized Agent Firm:

Signature of Authorized Agent or Employee of Agent: Date:

Name of Authorized Agent Employee:

Title or position of Authorized Agent or Employee of Agent

Telephone number of Authorized Agent or Employee of Agent:

Study Area Code of Reporting Carrier: Filing Due Date for this form:

Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.

Attachments

(700) Price Offerings including Voice Rate Data
Data Collection Form

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	359125
<015>	Study Area Name	Premier Communications, Inc.
<020>	Program Year	2018
<030>	Contact Name - Person USAC should contact regarding this data	Ryan Boone
<035>	Contact Telephone Number - Number of person identified in data line <030>	7127223451 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	rboone@mypremieronline.com

<701>	Residential Local Service Charge Effective Date	1/1/2017
<702>	Single State-wide Residential Local Service Charge	18.0

<703>

<a1>	<a2>	<a3>	<b1>	<b2>	<b3>	<b4>	<b5>	<c>
State	**Exchange (ILEC)**	**SAC (CETC)**	**Rate Type**	**Residential Local Service Rate**	**State Subscriber Line Charge**	**State Universal Service Fee**	**Mandatory Extended Area Service Charge**	**Total per line Rates and Fees**
IA			FR	18.0	0.0	0.0	0.0	18.0

(800) Operating Companies
Data Collection Form

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	359125
<015>	Study Area Name	Premier Communications, Inc.
<020>	Program Year	2018
<030>	Contact Name - Person USAC should contact regarding this data	Ryan Boone
<035>	Contact Telephone Number - Number of person identified in data line <030>	7127223451 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	rboone@mypremieronline.com

<810>	Reporting Carrier	Premier Communications, Inc.
<811>	Holding Company	Mutual Telephone Company (IA)
<812>	Operating Company	Premier Communications, Inc.

<813>

<a1>	<a2>	<a3>
Affiliates	**SAC**	**Doing Business As Company or Brand Designation**
Northern Iowa Telephone Company	351259	Premier Communications
Webb-Dickens Telephone Corporation	351327	Premier Communications
Mutual Telephone Company	351252	Premier Communications
Premier Wireless, LLC	359114	Premier Communications
Heartland Telecommunications Company of Iowa	351096	Premier Communications
FiberComm, L.C.	359025	FiberComm
FiberNet LLC		FiberNet LLC
Milford Communications, LLC		Milford Communications

Line 510 – Description of Compliance with Service Quality Standards and Consumer Protection Rules:

Premier Communications ("Company") certifies that it has complied and will continue to comply with applicable state and FCC service quality and consumer protection standards. Specifically, Company is required to certify on an annual basis with the Iowa Utilities Board that it is complying with applicable service quality standards and consumer protection rules. Company also monitors and reports certain service quality metrics in accordance with IAC §199-22.6.

Company is also subject to consumer protection obligations for broadband services under federal law. These obligations include, but are not limited to, the following: public disclosure of accurate information regarding network management practices, performance, and commercial terms of broadband internet access services; as a means of providing sufficient information for consumers to make informed choices regarding use of such services, and for content, application, service and device providers to develop, market, and maintain internet offerings as specified in F.C.C. 47 C.F.R. Part 8 §8.3.

In addition, Company has implemented multiple consumer protection measures to protect the consumer against fraud and to protect customer information from improper use and disclosure. These measures include implementing both a Customer Proprietary Network Information policy that complies with FCC rules and regulations and a Red Flag policy that complies with FTC rules and regulations. Both policies require training for all employees which includes authenticating customers, identifying/protecting customer proprietary information, detecting & preventing identity theft, and reviewing Company's disciplinary process. Company has also appointed a Compliance Officer to oversee both policies and respond to any employee questions. Finally, Company restricts access to customer information to only those employees who need access to perform their job functions.

Line 610 – Description of Functionality in Emergency Situations:

Premier Communications ("Company") certifies that it has followed and continues to follow industry best practices that are designed to allow Company's voice and broadband services to remain functional in emergency situations. These best practices include maintaining back-up power, utilizing redundancy within our network, and managing traffic capacity.

Back-Up Power:
Company maintains an 8 hour minimum battery back up at all central office and remote office locations. In addition to battery backup, each location has a permanent natural gas or propane generator which is designed to automatically turn on in the event of a power failure Company also maintains a two- hour minimum battery back up at all field terminal locations. In the event of a sustained power outage, Company has approximately 20 gasoline-powered, portable generators to power its field terminal locations. Company also takes proactive measures by conducting monthly testing on generators and performing real-time monitoring of commercial power & generator activity within all levels in its network. All measures above support both voice and broadband network equipment should an emergency situation occur.

Network Redundancy:
Company has utilized industry best practices to build redundancy into every facet of its network. Specifically, almost every central office and remote office location has redundant fiber routes into its premise. Company utilizes both a fully-redundant regional second-mile and state-wide middle-mile fiber transport ring with all traffic (voice & broadband) able to terminate to multiple locations within the state. Company also maintains redundancy in equipment (voice & broadband) that is designed to automatically "fail-over" in the event one piece of equipment fails, in addition to keeping spares on hand.

Managing Traffic Capacity:
Company's network is engineered to provide maximum capacity in order to handle excess traffic in the event of traffic spikes resulting from emergency situations. This includes maintaining network capacity (voice & broadband) that is typically not fully utilized under normal circumstances and employing industry best practices to manage traffic flow and capacity in times of unusual network use, such as emergency situations.

Line 1200 – Lifeline Plans Terms and Conditions

Premier Communications is a telecommunications provider who provides basic and enhanced services within its service territory, including services supported by Federal Universal Service funds and eligible for Federal Lifeline assistance. Basic services are offered at the following rates and charges:

	Monthly Service Charges
Single party residential service (unlimited local calling)	$18.00
Federal Subscriber Line Charge – Single Line	$ 6.50
Broadband service 10 Mbps/1 Meg	$54.95

Customers of basic residential service have access to long distance, directory assistance, and operator service providers of their choice, at rates established by those carriers.
Toll Blocking is available at no charge for low income customers that qualify.
Emergency 911 Services are provided and a surcharge is assessed at governmental rates.

Basic residential service is available as a Lifeline service. Lifeline is a government benefit program which provides a monthly credit toward a qualified low-income subscriber's telephone or broadband bill. Only eligible low-income consumers may enroll in the Lifeline program. Consumers who meet eligibility criteria must also complete documentation necessary for enrollment. Lifeline assistance is non-transferable, and eligible subscribers may receive assistance from only one wireline or wireless telecommunications provider per household. Consumers who willfully make false statements in order to obtain Lifeline benefits can be punished by fine or imprisonment or can be barred from the program. If you have any questions regarding the company's services or you want to apply for Lifeline telephone/broadband assistance, application forms can be obtained from our office location at: 339 1st Ave. NE, Sioux Center, IA or call our toll free number 1-800-741-8351.

Low-Income Telephone or Broadband Internet Access Service Assistance Program

Lifeline

Lifeline is a plan that assists qualified low-income Iowans by providing a monthly reduction of $9.25 on their local telephone bill or Broadband Internet Access Service ("BIAS") bill.

<u>You may only receive low-income assistance from one wireline or wireless telephone provider, or one BIAS provider per household.*</u>

**** NOTE:***
A "Household" is defined as any individual or group of individuals who are living together at the same address as one economic unit. An "economic unit" consists of all adult individuals contributing to and sharing in the income and expenses of a household.

Eligibility Requirements

To be eligible for Lifeline assistance, you must meet income-based criterion currently defined as at or below 135 % of the Federal Poverty Guidelines (see table inside) **OR** participate in at least one of the following programs:

- Medicaid
- Supplemental Nutrition Assistance Program (SNAP)
- Supplemental Security Income (SSI)
- Federal Public Housing Assistance
- Veterans and Survivors Pension Benefit

In addition, you must not currently be receiving Lifeline assistance and no other person in your household* can be subscribed to the Lifeline program.

To Apply for Lifeline:

1. Complete the certification form attached to this brochure, (please include any supporting documents) and submit it to Premier Communications. Contact information can be found on your bill or in your local telephone directory.

2. Re-certification forms are mailed to all subscribers every year. When you receive a re-certification form, complete and return it to Premier Communications within 60 days. Re-certification is mandatory and Premier Communications will suspend your eligibility for low-income assistance if you do not return the re-certification form.

Federal Government Lifeline Program for Low-Income Telephone or Broadband Internet Access Service Assistance

Revised: January 2017

Courtesy of:

The Iowa Communications Alliance, Iowa Utilities Board, and Premier Communications

135 percent of federal poverty guidelines

(*As of January 31, 2017)*

Number of people living in home	Household Income (at or below)
1	$16,281
2	$21,294
3	$27,567
4	$33,210
5	$38,853
6	$44,496
7	$50,139
8	$55,782
* For each additional person	Add $5,643

Application Checklist

Please provide the following information:

1. A signed and completed Lifeline assistance certification form.

2. A copy of one of the following if applying based on the size and income level of a customer's household:

- Last year's federal or state income tax return
- Current annual income statement from employer
- Paycheck stubs for most recent three consecutive months
- Social Security statement of benefits
- Veteran's Administration statement of benefits
- Retirement or pension statement of benefits
- Unemployment or worker's compensation statement of benefits
- Letter of participation in general assistance
- Divorce decree or child support documentation

3. Supporting documentation of program-based eligibility if applying based on participation in any programs listed on the back of this brochure.

Acceptable documentation of program eligibility includes the current or prior year's statement of benefits from a qualifying assistance program, a notice, letter or documents of participation in a qualifying assistance program, or another official document demonstrating that you, or one or more of your dependents, or your household receives benefits from a qualifying assistance program. **Federal law requires your provider to review and securely retain this documentation. Federal law also prevents your provider from sharing these documents with unauthorized persons.**

For questions, please call Premier Communications at 712-722-3451

LOCAL EXCHANGE SERVICE

A. GENERAL

Central Office Access Lines extend between the central office equipment of the Company and the demarcation point located on the premises of the customer. Rates for Central Office Access Lines are shown in paragraph B. below. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this service catalog.

B. RATES

EXCHANGE NAME: Akron, Boyden, Doon, Hull, Ireton, Rock Valley, Rock Rapids, LeMars, Orange City, George, Merrill, Arnolds Park, Lake Park, Milford, Spirit Lake

Includes Extended Area Service To:
Akron – Westfield and West Akron, SD
Boyden – Hull, Matlock and Sheldon
Doon – Hull, Rock Rapid, IA and MN and Rock Valley
Hull – Boyden, Doon, Rock Valley and Sioux Center
Ireton – Hawarden, Chatsworth and West Hawarden, SD
Rock Valley – Doon, Hull and East Hudson
Merrill – Sioux City and North Sioux City, SD
Rock Rapids – Doon, East Hudson, North Rock Rapids, MN
LeMars – Brunsville and Struble
George – Ashton and Little Rock
Orange City – Alton, Hospers, Maurice and Sioux Center
Arnolds Park – Milford and Spirit Lake
Lake Park – Spirit Lake
Milford – Arnolds Park and Spirit Lake
Spirit Lake – Arnolds Park, Lake Park and Milford

All applicable rates below apply.

	Monthly Rate	
1. CENTRAL OFFICE ACCESS LINE		
a. WITHIN THE BASE RATE AREA		
BUSINESS SERVICE		
Individual Line	$20.00	
Key System Line	$20.00	
PBX Trunk Line	$20.00	
RESIDENCE SERVICE		
Individual Line	$18.00	(I)

LOCAL EXCHANGE SERVICE

B. RATES (Continued)

	Monthly Rate
2. PAY TELEPHONE SERVICE	
a. PAY CENTRAL OFFICE ACCESS LINE	$20.00

C. CONDITIONS

1. Rates and charges for tone dialing are included in the basic rate of this service catalog.

2. From time to time the Company may engage in special promotional service offerings designed to attract new customers or to increase existing customers' awareness of a particular service catalog offering. These offerings may be limited to certain dates, times, and/or locations. Terms and conditions of all promotions will be stated in this service catalog.

3. In addition to service catalog promotional offerings, the Company may, in conjunction with a customer service agreement, offer individualized arrangements on a case-by-case basis where necessary to meet prices, terms or conditions of service offered by competitors. In such cases, the prices offered by the Company shall not exceed the prices for similar services contained in this service catalog.

4. Rural Business Service has been discontinued, existing subscribers are billed the Residence rate.

5. Mileage rates may apply for service between buildings.

LIFELINE ASSISTANCE SERVICE

A. GENERAL

1. Lifeline is a plan that assists qualified low-income Iowans by providing a monthly reduction of $9.25 on their local telephone bill or Broadband Internet Access Service ("BIAS") bill. You may only receive low-income assistance from one wireline or wireless telephone provider, or one BIAS provider per household.

2. Voice and Broadband are both now supported services. For the monthly benefit, you will be able to choose what service to apply your Lifeline discount to; Telephone, Broadband Internet Access Services, or Service Bundle, but you can only receive a discount on ONE option per household – phone or Internet.

3. Lifeline-discounted services include:

   - Voice Services:
     - A home landline telephone service

   - Internet/Data Services:
     - Home Internet service – 10 mbps/1 mbps (download/upload) speeds for home Internet plans
     - (Exception: In areas where the telephone company cannot offer 10 mbps/ 1 mbps speeds, speeds will be up to 4 mbps/1 mbps.)

B. APPLICATION

1. The customer, who is requesting Lifeline Assistance Service, must provide a signed form, provided by the Company certifying under penalty of perjury that he or she is receiving benefits from one of the programs specified in 1. preceding. The applicant must identify the program or programs from which he or she is receiving benefits, and agree to notify the Company when they no longer participate in the program or programs.

2. Lifeline Assistance Service can only be associated with the primary residential connection.

3. Toll Blocking, as specified in (Toll Restriction Service) Section, is available to Lifeline Assistance customers at no charge.

LIFELINE ASSISTANCE SERVICE

B. APPLICATION (Continued)

4. Deposit requirements do not apply to a Lifeline Assistance Service customer if the customer voluntarily elects toll blocking service.

5. Lifeline Assistance Service may not be disconnected for non-payment of nonregulated toll charges.

C. ELIGIBILITY REQUIREMENTS

To be eligible for Lifeline assistance, you must meet income-based criterion currently defined as at or below 135% of the Federal Poverty Guidelines (see brochure) **OR** participate in at least one of the following programs:

- Supplemental Nutrition Assistance Program (SNAP)
- Supplemental Security Income (SSI)
- Medicaid
- Federal Public Housing Assistance
- Veterans Pension and Survivors Benefit Program

D. KEY FACTS

- Lifeline is a federal benefit and willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program;
- Only one Lifeline service is available per household;
- A household is defined, for the purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses;
- A household is not permitted to receive Lifeline benefits from multiple providers;
- Violation of the one-per-household limitation constitutes a violation of the Commission's rules and will result in the subscriber's de-enrollment from the program; and
- Lifeline is a non-transferable benefit and the subscriber may not transfer his or her benefit to any other person.

LIFELINE ASSISTANCE SERVICE

E. RATES AND CHARGES

1. The lifeline customer will receive a monthly credit toward their local exchange service rate. The total monthly credit identified in 47 CFR 54.403 shall be used to reduce the Lifeline customer's rate.

2. All recurring and nonrecurring charges for any service ordered by the customer shall be billed at the Service Catalog rates.

3. When a customer is no longer eligible for Lifeline Assistance Service, the lifeline credit amount specified in 1. preceding, will be discontinued and regular Service Cataloged rates and charges will apply.

For more information about Lifeline Assistance please contact the telephone company or visit the USAC Lifeline website at http://www.universalservice.org/li/default.aspx

You may download the lifeline and application forms at:
https://iub.iowa.gov/sites/default/files/files/records_center/forms/telecom/lifelineinfo%26Form.pdf

1. Terms and Conditions. These General Terms and Conditions govern any and all communications services ("**Service**") and ancillary equipment ("**Equipment**") you order and receive from Mutual Telephone Company of Sioux Center, Iowa d/b/a Premier Communications (together with any subsidiaries or affiliates providing any Service or Equipment, "**we**," "**us**," or the "**Company**"). These General Terms and Conditions of Service are incorporated into your Service Agreement. By ordering and accepting Service, you agree to adhere to these General Terms and Conditions, including any modifications to such terms and conditions as we may communicate to you from time to time. If you fail to comply with these General Terms and Conditions, your Service may be suspended or disconnected.

2. Additional Terms. Our Services are diverse, so sometimes additional terms and conditions will apply. For example, Service will or may be subject to (a) your Service Application/Agreement; (b) the Company's Service-specific Terms and Conditions and Service Catalogs (as applicable); (c) the Company's Acceptable Use Policy; and (d) your selected Service Package(s) (items (a)-(d) collectively, the "**Additional Terms**"), each of which you should read carefully before ordering or activating any Service. By accepting Service, you agree to adhere to all Additional Terms applicable to your Service, including any modifications to such terms and conditions as we may communicate to you from time to time. If you fail to comply with any applicable Additional Terms, your Service may be suspended or disconnected.

3. Rates; Invoicing. Nonrecurring and recurring charges for Service are as set forth in your selected Service Package and/or the rate schedules maintained by the Company, current versions of which are available upon request. All Service charges, along with applicable local, state and federal taxes, regulatory assessments, fees and charges, cost recovery charges and other applicable charges and fees will be itemized on your invoice. You must pay all charges for your Service, including all applicable taxes, fees and surcharges, by the due date on the invoice. If you have signed up for electronic billing, we will not mail you a paper invoice. Invoice information will remain available in your account information or by calling us at our customer service number. Failure to pay invoices when due may result in late payment fees of $10.00 and/or other penalties, including suspension or disconnection of Service. An additional installation charge and/or a minimum service term may be required to restore Service. If we don't receive your payment before the next billing cycle, you agree to pay any costs and expenses associated with our collections efforts, including attorneys' fees. We may charge you an insufficient funds or returned check fee, up to the maximum rate allowed by law, if your check, bank draft, electronic funds transfer, or other order for payment is dishonored or returned for insufficient funds or any other reason. Our acceptance of late or partial payment and late payment charges will not constitute waiver of any of our rights to collect the full amount due.

4. Service Term. Depending on the Service Package you select, you may receive Service for an agreed minimum term (your "**Contract Term**"). In the absence of any Contract Term or after any Contract Term has expired, you will receive Service on a month-to-month basis until Service is canceled by you or disconnected by us in accordance with your Service Agreement. If you select a Contract Term, you understand that you have received a special rate and/or we have incurred costs in exchange for your commitment to the full Contract Term. **If your Service is downgraded, canceled or disconnected prior to the end of a 2-year Contract Term, you may be charged an early termination fee ("ETF") of $150, minus $6.25 for each full month of your Contract Term that you complete. The ETF for Contract Terms of less than 2-years is prorated (i.e., the ETF for a 1-year term is $75), with the same $6.25 per month reduction for each full month completed. If your pricing is based on a bundled package of Service, downgrading, canceling or disconnecting any Service within the bundle may, in addition to an ETF, result in increased pricing for the remaining Services.** ETFs are cumulative and in addition to any other charges or fees you may owe us and any fees or charges that we may charge upon cancelation or disconnection of Service.

5. Changes to Terms. We reserve the right to change these General Terms and Conditions upon thirty (30) days written notice to you. The notice may be provided on your monthly bill, as a bill insert, by email, on our website, or by other written communication. You may, upon receipt of notice of such change, cancel your Service Agreement; provided that no early termination fee will apply if the communicated change would materially adversely modify the terms (including price) of Service or your rights under your Service Agreement. If you elect not to cancel your Service Agreement and continue to use Service after receiving notice of such changes, your continued use of Service will constitute acceptance of the changed terms and conditions.

6. Credit Check; Deposits. In connection with your request or application for any Service, we may conduct an investigation into your credit-worthiness, including obtaining one or more reports or ratings from one or more independent credit reporting or credit scoring agencies. We may require a deposit for you to establish Service or obtain Equipment. The deposit amount, the length of time we hold the deposit and changes to the deposit amount are determined based on your credit and payment history and any applicable laws or regulations. If Service is canceled or disconnected for any reason, we may, subject to applicable law and regulations, apply your deposit toward payment of outstanding charges.

7. Service Accounts. Service accounts are assigned to customers only, and the customer in whose name the account is established will be treated as the account owner for all purposes. Account owners may designate one or more "authorized users" who will have access to account information and may make certain account changes in accordance with our policies. As the owner of the account, you are responsible for designating (or changing the designation) of any authorized users. You will hold the Company harmless from any claims arising from account instructions given or inquiries made by you or any authorized user. You may not assign or transfer your rights or obligations under your Service Agreement without our express written consent. Unless consent is granted, all accounts must be closed and reopened under the name of a new customer for issuance of a new account number. You are responsible for keeping all billing data with the Company up-to-date and accurate. Furnishing false data to the Company is grounds for immediate disconnection of service and may subject you to civil or criminal liability.

8. Equipment. Equipment is provided to you for the term of Service and solely for your use in connection with lawfully receiving and using Service. We may from time to time sell you certain Equipment at a price and otherwise on such terms as are specified in a purchase order or equipment purchase agreement. Ownership of, and title to, any purchased Equipment shall transfer to you at the time of sale. You will bear all risk of loss, theft or damage to purchased Equipment. We may from time to time lease to you certain Equipment at a price and otherwise on such terms as specified in a service order or equipment lease. In connection with certain Service Packages, Equipment may be licensed to you at no additional charge. All leased or licensed Equipment remains the property of the Company and must be maintained and returned as provided herein. You may elect to independently acquire or supply equipment ("**Customer Supplied Equipment**" or "**CSE**") instead of buying, leasing or using Equipment provided directly by us. The Company shall not be responsible in any way for the compatibility or fitness for use of any CSE, including any end-user devices. We will install Equipment provided by us in accordance with our policies as in effect from time to time. You acknowledge that the Company is not the manufacturer of, nor a dealer in, any Equipment.

9. Access to Premises. We may enter into, upon and over your premises periodically during the term of this Agreement to install, connect, inspect, maintain, repair, alter, disconnect and remove Equipment and facilities. To the extent the same is consistent with your ownership of the premises, you grant the Company a temporary and permanent easement to construct, install, maintain, and/or replace Service facilities and to install, connect, inspect, maintain, repair, alter, disconnect and remove all Equipment necessary to provide Service. In the event you are not the owner of the premises upon which installation is requested, you warrant to the Company that you have obtained the consent of the owner of the premises for the Company to install and maintain its Equipment as contemplated herein.

10. Safekeeping of Equipment. You are responsible for the safekeeping of all Equipment placed in or on your premises. The Company has no responsibility for replacing Equipment destroyed or damaged by your misuse, abuse or neglect. In the event that any Equipment provided by the Company is destroyed, damaged (ordinary wear and tear excepted), lost or stolen while in your possession, you may be liable to the Company for an equipment recovery fee ("**ERF**") up to the full cost of repair or replacement of such Equipment.

11. Return of Equipment. If you cancel Service or if Service is disconnected by us, then you must return any leased or licensed Equipment to the Company during regular business hours, Monday through Friday (except holidays), within twenty (20) days of the cancellation or disconnection of Service. **Do not return Equipment by mail or delivery service**. The Equipment must be returned to the Company in the same condition that you received it, except for normal wear and tear. All Equipment must be returned to the Company's business office or an alternative location designated by the Company at the time of cancelation or disconnection. If you are unable to travel to the Company's business office or other designated location to return the Equipment, you may request pick-up. Provision of pick-up service is solely at the Company's option and the Company's refusal or failure to provide pick-up service will not excuse your obligation to return Equipment. If the Company agrees to provide pick-up service, pick-up will occur during the business week and only during regular business hours. There may be a fee for pick-up, which you will be informed of when you request pick-up service and which will be payable at time of pick-up. If after twenty (20) days from cancellation or disconnection of Service, any leased or licensed Equipment has not been returned to the Company, you may be liable to the Company for an ERF in an amount up to the full cost of replacement of such Equipment. ERFs are cumulative and in addition to any other charges or fees you may owe us and any fees or charges that we may charge upon cancelation or disconnection of Service.

12. Service and Repairs. The Company undertakes reasonable efforts to maintain its network and respond to service or trouble calls in a timely manner. The Company will use commercially reasonable efforts to repair damage to Company-provided Equipment or interruption of Service due to reasonable wear and tear or technical malfunction.

13. Indemnification. You agree to hold harmless and indemnify us and our affiliates, officers, agents and employees from any claim, suit or action arising from or related to your abuse or misuse of any Service or Equipment, or any other violation of your Service Agreement, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees arising from or in connection with the same.

14. Disclaimer of Warranties. WE MAKE NO WARRANTIES WITH RESPECT TO ANY SERVICE OR EQUIPMENT, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES CONCERNING THE SPECIFIC FUNCTION OF ANY SERVICE OR EQUIPMENT, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR SPECIFIC NEEDS. TO THE EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF SATISFACTORY QUALITY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

15. Limitation on Remedies. The Company shall not be liable for any delay or failure to provide Service at any time or from time to time, or any interruption or degradation of Service quality that is caused by any of the following:

- an act or omission of an underlying carrier, service or content provider, vendor or other third party;
- Equipment, network or facility failure;
- Equipment, network or facility upgrade or modification;
- force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions;
- Equipment, network or facility shortage;
- Equipment or facility relocation;
- Service, Equipment, network or facility failure caused by the loss of power;
- any act or omission by you or any person using your Service or Equipment; or
- any other cause that is beyond the Company's control, including, without limitation, a failure of or defect in any hardware, software or Equipment.

TO THE EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ANY CLAIM UNDER YOUR SERVICE AGREEMENT, INCLUDING FOR ANY EXPRESS OR IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US FOR THE SERVICES OR EQUIPMENT WE PROVIDED, WHETHER SUCH CLAIM OR REMEDY IS SOUGHT IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. TO THE EXTENT PERMITTED BY LAW, WE SHALL NOT BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR TREBLED OR ENHANCED DAMAGES, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER SUCH DAMAGES ARE CLAIMED FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. Conflicts of Terms. Your Service Agreement and our contractual relationship with you shall be governed by and construed in accordance with the substantive laws of the State of Iowa, without regard to the principles of conflicts of law. Any conflict among or between the terms and making up your Service Agreement will be resolved in accordance with the following order of precedence (from highest to lowest priority):

(a) your Service Application/Agreement, including the terms of your selected Service Package;
(b) the Service-Specific Terms and Conditions for each Service and our Service Catalogs;
(c) our Acceptable Use Policy; and
(d) these General Terms and Conditions of Service.